



RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is made and entered into this ____ day of _____, 20, by and between: _____, hereinafter referred to as the "Landlord", and _____, hereinafter referred to as the "Tenant(s)". (Collectively referred to as the "Parties")

1. PREMISES - Landlord hereby leases to Tenant the residential dwelling located at:

Rental Property Address: _____

2. TERM - This tenancy shall begin on the ____ day of _____, 20____ and:

- ☐ Continue on a month-to-month basis until terminated by either Party with proper written notice as required _____ by _____ law; _____ or
- ☐ Continue until the ____ day of _____, 20____, and shall thereafter convert to a month-to-month tenancy unless otherwise agreed in writing.

3. RENT - Tenant agrees to pay to Landlord the monthly rent amount of \$_____, due on or before the ____ day of each calendar month without demand. All rent shall be payable at the following location or as otherwise directed by Landlord:

Landlord maintains at its sole discretion the right to adjust the rental amount by providing notice of the change to the tenant within 30 days of said change.

A late fee of \$50.00 shall be assessed if rent is not received within 5 days of the due date.

Failure to make a prompt payment of the rent when due, or the violation of any other provisions of this agreement shall give the LANDLORD the right to give immediate notice to Tenant by U.S. Mail or otherwise, and declare this Residential Lease Agreement immediately terminated. If so terminated, Tenant shall vacate the premises, and LANDLORD shall have the right to re-enter the premises and remove all persons and property there from, to obtain a writ of possession from the proper court, to keep all property found in and about the premises owned by Tenant, or any other remedy provided by law.

4. SECURITY DEPOSIT - Tenant shall pay a security deposit in the amount of \$_____ upon execution of this Agreement. In accordance with K.S.A. § 58-2550, the security deposit shall not exceed one month's rent (or 1.5 months' rent if pets are permitted). Landlord may retain all or part of the deposit for actual damages, unpaid rent, or reasonable cleaning costs, excluding normal wear and tear. An itemized list of deductions must be provided within 30 days of termination. The security deposit will be returned to Tenant if Tenant fully complies with all of the terms of this agreement including repairs of all damage to any part of the premises cause by the Tenant or any other person on the premises with permission

of the Tenant. Tenant is responsible for the cost of repair of all such damage. Security deposit is not held for last months rent and cannot be applied thereto.

5. UTILITIES

- ☐ Tenant shall be responsible for all utilities and services to the Premises that must be carried in the Tenant's name. Tenant is made aware and understands that failure to pay utilities will be a breach of this agreement. If any failure to timely (5 days after notice) pay for utility service occurs, the LANDLORD may immediately and without notice terminate this Residential Lease Agreement.
- ☐ Landlord shall be responsible for the following utilities only:
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6. PETS – Tenant is **NOT** permitted to keep pets.

7. SMOKING – Smoking is **NOT** permitted **on** the premises.

8. OCCUPANTS

The Premises shall be occupied solely by the Tenant(s) listed above and the following individuals:

No additional occupants shall reside without the Landlord's prior written consent.

9. USE AND MAINTENANCE - The Premises shall be used exclusively as a private residence and for no other purpose.

Tenant shall maintain the Premises in a clean, safe, and habitable condition, and shall promptly notify Landlord of any required repairs. No painting or wall papering will be done without LANDLORD's permission. Any painting or wall papering authorized by LANDLORD will be completed by Tenant prior to the time Tenant vacates the property. Tenant accepts all financial responsibility concerning any painting or wall papering and understands that Landlord will offer no compensation therefore. If maintenance is needed, Tenant will report this fact to LANDLORD without delay. Tenant is responsible for snow removal and lawn maintenance. If Tenant fails to remove snow or maintain the lawn, LANDLORD may hire the work done and add the reasonable cost to the rent due on the next rent payment date. If the carpets are cleaned it will be done by a professional carpet cleaner (at tenant's expense) and with LANDLORD's permission. Maintenance or repairs necessary due to age, or breakdown and not by action on the Tenant's part will be done at LANDLORD's expense. Tenant agrees not to make alterations in the property without the written consent of the LANDLORD. Tenant agrees to be responsible for all damages including those which might exceed the amount of the security deposit referred to herein.

No activities will take place on the premises that create excessive noise or disturb neighbors. No activity which is in violation of the law or city ordinances will be permitted to occur on the premises. If any such activity occurs on the premises, the LANDLORD may immediately and without notice terminate this Residential Lease Agreement. Tenant shall not make alterations to the Premises without prior written consent from Landlord.

10. RIGHT OF ENTRY - Landlord may enter the Premises with at least 24 hours' notice for purposes of inspection, repair, or showing the Premises. In emergency situations, no notice is required.

11. TERMINATION AND NOTICE - Either Party may terminate a month-to-month tenancy by providing at least 30 days' written notice prior to the rental due date, as required by K.S.A. § 58-2570. Tenant agrees to return the Premises in clean condition with all keys and property provided. Failure to provide at least 30 days written notice and/or leave premises in clean condition with all keys and property provided, shall give LANDLORD the right to keep the security deposit.

12. ABANDONMENT OF PROPERTY - If Tenant abandons or surrenders possession of the premises, the LANDLORD may store at the Tenant's expense any household goods or other personal property the Tenant leaves on the premises. Thirty days after the LANDLORD takes possession of the property, LANDLORD will sell the property after a published notice of intent to sell appears in a newspaper of general circulation in the county in which the premises are located at least 15 days before the date of sale and after a copy of the published notice has been mailed to Tenant's last known address within 7 days after publication. The proceeds of the sale will be applied to the expense of storing and selling the property and to satisfy amounts due from the Tenant for rent. The LANDLORD is entitled to retain any excess. Tenant may redeem the property held by the LANDLORD at any time prior to sale by paying the expenses incurred in taking, storing and preparing the property for sale and payment of the amount due from Tenant to LANDLORD as rent, damages, payment of utilities and any other obligation that tenant may have to landlord in connection with the rental of the premises. In addition, tenant remains liable for any unpaid rent for the remainder of the lease agreement or until landlord obtains a new tenant, whichever occurs first.

13. DEFAULT - Tenant's failure to comply with any material term of this Agreement shall constitute a default. The landlord may terminate the tenancy in accordance with K.S.A. § 58-2564 by providing proper notice and an opportunity to cure, if required. In the event the tenant shall vacate the property prior to the termination of this agreement, Tenant shall have the option of continuing to pay the monthly rental rate to the termination and forfeiting the security deposit or in the alternative paying in advance, prior to or at the time of the vacation of the premises an amount equal to three months' rent.

14. GOVERNING LAW - This Agreement shall be governed by the laws of the State of Kansas, including the Kansas Residential Landlord and Tenant Act (K.S.A. § 58-2540 et seq.).

15. ADDITIONAL TERMS

16. ENTIRE AGREEMENT - This Agreement represents the entire understanding between the Parties and may only be modified in writing, signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LANDLORD:

Signature: _____

Printed Name: _____

Date: _____

TENANT(S):

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____