

RESIDENTIAL RENTAL LEASE

The Premises are offered without regard to race, color, religion, gender, national origin, ancestry, physical disability or handicap, or any other class or category of protection.

This Agreement is entered into this ____ day of _____, 20__, by and between **Inverness Apartments, LLC** (collectively, referred to as "Owner") and _____, (referred to as "Lessee", whether one or more individuals).

1. CONTRACTED PREMISES: The parties agree that Lessee shall rent from Owner the property located at _____ **in Hutchinson, KS 67502**, (hereinafter "Premises") to be used and occupied only by Lessee as a residence for Lessee, and for no other purposes, for the term of this contract.

2. CONTRACT: This contract shall begin _____ and end _____. It is expressly understood that this lease is for the entire term set forth above, and the fact that Lessee should no longer be a resident of the community in which the Premises are located, should be transferred, should cease to be actively enrolled in a college in this community, or for any other reason be unable to continue in the unit, Lessee's responsibility shall nonetheless continue for the full term hereof. Lessee understands and acknowledges that Owner would suffer damages if this lease is breached prior to the expiration of its term, including cleanup cost, re-rental commissions, and advertising costs. Therefore, the parties agree that if this lease is breached prior to the expiration date, Owner shall be entitled to retain the security deposit as liquidated damages. However, Lessee's liability is not limited to the amount of the security deposit, but includes and is not limited to, all unpaid installments of the lease and damages to the Premises, in excess of the security deposit.

3. RENT. The total rent for the Premises shall be the sum of \$ _____ **.00 each month (\$ _____ .00 term total)**, with payment to be made by Lessee to Owner, without demand, on the first day of each month. Lessee shall pay a \$30.00 late fee on unpaid balances received after the 1st of the month, with an additional \$5.00 accrued for each day payment is late thereafter (for example, a payment made on the 4th would include a \$40.00 late fee). All payments shall be made to Owner at www.inverness.managebuilding.com. In the event of insufficient funds, an additional fee of \$30.00, plus all applicable late fees, shall apply. A 10% carry-over fee shall be charged on all outstanding balances not paid on or before the last day of each month. If Lessee is more than one individual, each individual Lessee shall be jointly and severally liable for the total rent due, including any fees, regardless of whether Lessee typically pays the rent in collective or individual payments.

4. SECURITY DEPOSIT: Upon execution of this lease, Owner acknowledges receipt from Lessee of a security deposit equal to one month's rent (**\$ _____ .00**), which shall be held by Owner as security against loss from damage; nonpayment of rent; or any other breach of this lease or the Kansas Residential Landlord/Tenant Act, K.S.A. 58-2540 et seq.; by Lessee. The security deposit shall be refunded to Lessee(s) who made such payment within thirty (30) days after the expiration of this lease, less any damages for nonpayment of rent, breach of this lease or the Landlord/Tenant Act, or damage to the Premises. Lessee must follow proper checkout procedures and agrees to provide Owner with forwarding address in writing. The security deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent. This security deposit shall be held without any duty to pay interest and shall be held in accordance with the Landlord/Tenant Act.

5. PETS/PET DEPOSIT: Lessee shall not keep or allow on the Premises any pet or other animal without Owner's prior written approval. If Owner permits a pet or animal to be kept on the Premises (one pet maximum), Lessee shall pay a pet security deposit equal to one-half of one-month's rent. Lessee shall pay an additional \$50/month in rent for said pet or animal, pursuant to the terms Paragraph 3. In no case shall Lessee keep or allow on the Premises, or ask Owner to keep or allow on the Premises, any animal that is not permitted within the State of Kansas, Reno County, or City of Hutchinson, or any dog that has been determined to be dangerous by a governmental entity.

6. SEVERALTY: In the event the Premises are rented to more than one individual, each of them shall be **JOINTLY AND SEVERALLY LIABLE** for the performance of the terms and conditions of this lease. Each individual Lessee understands and acknowledges that there is joint and several responsibility with respect to the total leased Premises and, accordingly, must exercise responsibility to see that the entire unit is used in compliance with this Agreement.

7. UTILITIES & MAINTENANCE: Lessee shall maintain the following utilities at the Premises: electricity and/or gas, water and sewer service, and trash. Lessee shall pay for all utilities required by this Agreement or desired by Lessee. **Lessee shall pay electricity and/or gas, phone, water and sewer, trash and cable TV fees.** Utilities shall be in a Lessee's name on the date lease begins and remain in a Lessee's name until lease expiration. Lessee shall provide Owner with confirmation numbers for each utility account. Lessee shall be responsible for removing Lessee's name from any utility accounts upon lease expiration.

Electric: Westar Energy 800-383-1183 **Water:** Inverness \$20/month **Trash:** Inverness \$10/month

8. CARE OF THE PREMISES: Lessee accepts the Premises in the present condition. It is the Lessee's responsibility at the time of moving in to provide Owner with a list of defects related to the Premises. Lessee agrees to keep and maintain the Premises in good clean condition, and to make no alterations or additions thereon or therein without the prior written consent of Owner. The Lessee will pay for misuse to plumbing, windows, doors, walls, cabinets, flooring, or any other aspect of the Premises and repay Owner for the cost of all repairs made necessary by neglect and careless use of the Premises. Owner shall invoice Lessee for any charges, including a reasonable charge for management overhead, for labor and replacement costs of any damaged items other than normal wear and tear. Lessee shall immediately report to Owner and local police authority any criminal act causing damage to the Premises. Lessee agrees to promptly report any repairs that need to be made to the Premises to Owner. No Lessee incurred expense shall be deducted from the monthly rent under any circumstances whatsoever. Lessee agrees to do the following:

- a. keep the leased Premises, the grounds, common hallways and parking lots as clean and safe as their condition permits;
- b. remove from the Premises and grounds all rubbish, garbage, animal droppings, and other waste in a clean and safe manner;
- c. use all electrical, plumbing, appliances, sanitary, heating and air conditioning and fixtures in a safe and reasonable manner;
- d. be responsible for any destruction, defacement, damage, impairment, or removal of any part of the Premises caused by an act or omission of the Lessee or by any person or animal on the Premises at any time with the expressed or implied consent of Lessee;
- e. not engage in conduct, or allow any person or animal on the Premises with expressed or implied permission to engage in conduct, that will disturb the quiet and peaceful enjoyment of the Premises of other Tenants;
- f. obey all laws of the United States, the State of Kansas, and the ordinances of the City of Hutchinson, Kansas. In the event the Lessee or any invitee of the Lessee is convicted or diverted for a criminal offense occurring in or around the Premises, Owner shall have the right to terminate this lease immediately. Violation of this paragraph shall not only be a breach of the lease, but, in addition, Lessee agrees to reimburse Owner for any damages Owner suffers by reason of such violations;
- g. maintain the thermostat at a minimum of 55 degrees Fahrenheit when outdoor temperature will drop to freezing or below;
- h. not smoke, or allow any other person to smoke, inside the Premises at any time;
- i. change the furnace filter every 3 months or more frequently;
- j. replace batteries in smoke detectors as needed, and Lessee shall not remove smoke detectors or batteries from smoke detectors;
- k. remove plumbing clogs from sink drains, tub drains, and toilets. Both the owner and tenant mutually agree that all toilets and drains are in working order unless Lessee notifies Owner otherwise, in writing, on the move-in day;
- l. disconnect hoses or other attachments from outside water faucets, when outdoor temperature may drop to freezing or below.
- m. pay a \$25 fee to Owner if they lose their copy of the lease and request an additional copy.
- n. purchase and change light bulbs in their apartment & immediately outside their door in common hallways within their building.

9. SUBLEASING: Lessee shall not sublease without the prior written approval of Owner. If subleasing is approved, Lessee shall remain responsible for payment of rent and utilities until expiration of this lease. A one-time, \$100.00 sublet fee must be paid prior to the sublesser occupying the Premises.

10. LEASE TERMINATION: This lease shall automatically terminate at the end of the term identified herein. Should Lessee wish to sign a new lease for another year, Lessee shall notify Owner of such intention to sign a new lease by January 20, 20. Lessee understands that this lease expires at 12:00 P.M. noon on the last day of the lease. In the absence of a new lease, Lessee shall vacate the Premises by the termination date and time without further notice from Owner. Any unauthorized holdover by Lessee shall be deemed a month-to-month tenancy. The holdover Lessee shall be liable to the Owner for 1½ months rent or 1½ times the actual damages suffered by Owner, whichever is greater.

11. NONLIABILITY OF OWNER & RENTER'S INSURANCE: Except to the extent caused by Owner's willful negligence, Owner shall not be liable for damages, injury to persons, or loss of property of Lessee, and Lessee's invitees and guests, caused by any act or omission including but not limited to criminal act, fire, water, rain, acts of God, interruption of utilities and such similar reasons. Lessee shall hold Owner harmless for any such damage, injury, or loss. Lessee agrees that Lessee has been advised by Owner to secure renter's insurance from the above and other similar losses, including personal liability.

12. RIGHT OF ENTRY & INSPECTION: Owner reserves the right at all times to enter the Premises in case of emergency. Owner reserves the right at all reasonable times, and upon reasonable notice (either orally or written), to enter the Premises to make inspections, repairs, improvements; to supply necessary or requested services; to show the Premises to prospective or actual purchasers, tenants, workmen, or contractors; or to correct any breach of the lease or Rules and Regulations. If an inspection is required by a governmental agency, Lessee shall allow the governmental officials to enter the Premises to make such inspection. If Lessee notifies Owner of necessary repairs, Owner shall have the right to enter the Premises at any time for the purpose of making such repairs without further notification to Lessee. Lessee cannot change or add locks without prior written permission from Owner.

13. DEFAULT: If Lessee defaults in the payment of rent, abandons the Premises, or violates any other term of this lease, Owner may take any action permitted in law or equity, including declaring this lease terminated, and may elect to relet the Premises, charging Lessee for any deficiencies and costs related thereto. Lessee's absence from the Premises for seven (7) consecutive days while any portion of rent is delinquent shall give Owner the right to declare the Premises abandoned. Upon any violation herein, Owner shall have the right to institute a forcible entry and detainer action in the proper Court, obtain a writ of restitution and pursue all other remedies allowed by law.

14. CARPET CLEANING: Lessee shall have carpets professionally cleaned prior to move out, after all personal belongings have been removed. Lessee shall provide to Owner written proof showing the date on which the carpets were cleaned by a professional carpet cleaning company. If Lessee fails to have carpets professionally cleaned, fails to provide written proof of such, or if the carpets are cleaned unsatisfactorily, Owner may professionally clean or replace the carpets upon the Lessee's vacating the Premises and charge the Lessee accordingly. Steam cleaning of the carpets with a Rug Doctor or similar machine is not acceptable.

15. PESTS AND INFESTATIONS: Lessee acknowledges that the Premises are free from all pests and infestations. Lessee shall maintain the Premises in this manner. In the event that extermination for any type of pest or infestation becomes necessary, the costs thereof will be assessed to Lessee for their units and any spread thereof to adjoining units. Routine spraying for spiders, ants, and other common bugs will be the responsibility of the lessee.

16. NOTIFICATION TO OWNER: Lessee shall notify Owner of any absence from the Premises for more than seven (7) days. The Lessee shall notify Owner or Owner's agent promptly of any damage to the Premises or common areas caused by Lessee or Lessee's invitees, family, or animals, or any other damage of which Lessee has knowledge.

17. MOVE OUT: It is the responsibility of Lessee to schedule a move-out inspection with Owner prior to moving out. Lessees must all be present for the move-out inspection. All Lessees' belongings shall be removed from the Premises and all carpet cleaning shall be completed prior to the move out inspection. A cleaning fee of \$75.00 per bedroom will be charged in addition to the carpet cleaning fee. If the Premises require further cleaning services beyond the \$75.00 per bedroom charge, the additional amount will also be withheld from

the security deposit. If the Premises are NOT ready to be inspected at the time of the scheduled appointment (all furniture removed, all keys returned and unit cleaned and empty) a \$50.00 re-inspection fee will be assessed to each Lessee.

18. ABANDONED PROPERTY: Any personal property of Lessee remaining on the Premises, in any storage space, or otherwise in or about the building of which the Premises are a part, after the termination hereof, shall be deemed to be abandoned by Lessee, and Owner may remove, keep and/or dispose of such property, at Owner's discretion, without any liability to Owner. If Owner disposes of abandoned property, Lessee shall pay the costs therefor by deduction from the security deposit or reimbursement to Owner.

19. RULES AND REGULATIONS: Lessee shall comply with and be bound by the Rules and Regulations attached hereto as "Exhibit A" and incorporated herein by reference. The Rules and Regulations shall be considered terms and conditions of this Lease, and any violation thereof shall be considered a breach of this Lease. Owner may modify and amend the Rules and Regulations, at Owner's sole discretion. Provided that, any amendment shall not take effect until after fourteen (14) days written notice has been given to Lessee.

20. LEAD-BASED PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. By signing this lease, Lessee acknowledges that Lessee has received copies of all information listed above and the pamphlet *Protect Your Family From Lead in Your Home*.

21. SEVERABILITY & ENTIRE AGREEMENT: This lease is subject to the Landlord/Tenant Act and its provisions should be construed in the light of that Act, except as modified herein. In the event any provision of this lease shall be held invalid, such provision shall be deemed severed from this lease without affecting the validity of the remaining provisions. This lease shall be binding on the heirs, administrators, executors and assigns of the parties and constitutes the entire agreement between the parties. No oral agreements or representations shall be binding on either party.

22. ASSIGNMENT OF LEASE: Owner reserves the right to assign the lease, should ownership change.

23. ACKNOWLEDGMENT: THIS IS A LEGALLY BINDING CONTRACT. DO NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTAND IT. LESSEE HEREBY ACKNOWLEDGES HAVING READ THIS LEASE AND THE RULES AND REGULATIONS. LESSEE AFFIRMS THAT LESSEE WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. LESSEE ACKNOWLEDGES THAT THIS LEASE IS LEGALLY ENFORCEABLE AGAINST LESSEE AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. THIS LEASE CONTAINS ALL AGREEMENTS BETWEEN THE PARTIES HEREIN AND ANY AGREEMENTS NOT CONTAINED HEREIN SHALL NOT BE BINDING. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

IN WITNESS HEREOF, the parties have executed this lease on this, the ____ day of _____, 20__.

Owner/Agent: _____

Lessee: _____ **Lessee:** _____

Lessee: _____ **Lessee:** _____