

# Lease Agreement

## WHO

Tenant(s) \_\_\_\_\_

List all names. Written permission must be obtained from Landlord for anyone other than Tenant(s) named above to live in the premises.

Landlord \_\_\_\_\_

Name(s)

Address

## WHERE

Address of rental unit

**TERM** (choose option A, B, B&1 or B&2; circle appropriate letters and numbers; cross out those not chosen)

A) The term of this agreement shall run month-to-month, beginning \_\_\_\_\_, 19\_\_\_\_.

B) The term of this agreement shall be for \_\_\_\_\_ (e.g. 3 months, 6 months, 1 years) beginning on \_\_\_\_\_, 19\_\_\_\_. and ending \_\_\_\_\_, \_\_\_\_\_.

1) When the above rental term ends, this agreement shall renew and continue for another equal term under the same conditions set forth in this agreement. Changes will be allowed only if both Landlord and Tenant have agreed to them in writing at least thirty days before the termination date. To prevent the lease from renewing, at least thirty (30) days notice to quit (as in Termination section) must be given by Tenant or Landlord before lease's termination date.

2) When the above rental term ends, this agreement shall change to month-to-month tenancy under the same conditions set forth under this agreement. To prevent the lease from renewing, at least thirty (30) days notice to quit (as in Termination section) must be given by Tenant or Landlord before lease's termination date.

## RENT

The monthly rent shall be \$ \_\_\_\_\_, payable at \_\_\_\_\_.

Checks and money orders should be made out to \_\_\_\_\_.

The first rental payment is due on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

All other rental payments are due by the \_\_\_\_\_ day of every month.

**UTILITIES** Utilities shall be paid as indicated on the chart:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Sewer	_____	_____
Phone	_____	_____

Cable \_\_\_\_\_  
\_\_\_\_\_

## **SECURITY DEPOSIT**

Tenant shall pay Landlord a security deposit of \$\_\_\_\_\_, which shall be held by Landlord throughout the tenancy, accruing interest at the rate of \_\_\_\_\_% per year. At the end of the rental agreement, the security deposit may be used by the Landlord to cover the payment of past-due rent, damages to the property above and beyond the normal wear and tear, and/or other expense Landlord has suffered because Tenant has not complied with the terms of this lease. Landlord shall return the balance of the security deposit and accrued interest, accompanied by an itemized list of deductions, if any, to Tenant within 14 days after the determination of the amount of the deductions or within 30 days after Tenant has vacated the property and returned the keys, whichever come first. If Landlord does not know how to reach Tenant, Landlord shall mail the above to Tenant's last known address. The security deposit is not to be used at any time during the tenancy for rent or other charges which the Tenant owes to Landlord.

## **INSPECTION**

Within 5 days of move-in or delivery of possession, Landlord or Landlord's agent and Tenant shall inspect the property together. A detailed record of the condition of the premises and any furnishing or appliance provided shall be completed in writing. Duplicate copies of the record shall be signed by the Landlord and Tenant; both Landlord and Tenant shall receive a copy.

## **LANDLORD WARRANTIES**

Landlord warrants at the signing of this agreement that the premises are in compliance with KSA 58-2553 which requires compliance with local housing and building codes and maintenance of all systems in good and safe working order. Landlord agrees to maintain the premises in accordance with those laws. Landlord shall make all necessary repair, alterations and improvements to the dwelling unit, appliances and furnishing with reasonable promptness at the Landlord's expense, except as otherwise provided in the lease. Landlord shall provide intervention as necessary to ensure Tenant's peaceful enjoyment of the property.

## **TENANT WARRANTIES**

Tenant shall maintain the premises in a clean and habitable condition and shall notify Landlord of repairs as need. Tenant is not liable for repairs of damage caused by normal wear and tear or negligence of Landlord. Tenant is liable for damage and repair thereof which results from Tenants intentional or negligent conduct, or the intentional, negligent conduct by Tenant's family, guests or pets. No substantial alteration, addition, improvement or redecoration shall be made by Tenant in or to the dwelling unit without the prior written consent of the Landlord or Landlord's agent. Tenant shall not keep anything on premises which will affect the validity of standard fire insurance policies or violate an applicable building, zoning or health code. The property shall not be used in any manner which interferes with the peaceful possession of adjoining premises by neighbors.

## **PETS**

With respect to the keeping of any animal on the premises by Tenant, the following conditions shall apply:\_\_\_\_\_.

## **LANDLORD ENTRY**

Landlord may, after reasonable notice and with Tenant's consent, enter the dwelling unit at reasonable times in order to inspect the premises; make necessary repairs, decorations, alterations, improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman or contractors.

A) Landlord may enter without the consent of the Tenant only in the case of extreme hazard involving possible loss of life or severe property damage.

B) Landlord shall not abuse the right of access or use it to harass Tenant.

C) Tenant shall not unreasonably withhold consent to Landlord's entry.

### **SUBSTANTIAL DAMAGE TO PROPERTY**

If the dwelling unit or premises is damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, Tenant either

A) May vacate premises immediately and shall notify the Landlord in writing within 5 days of such Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating or

B) If continued occupancy is lawful, may vacate that part of the dwelling unit rendered unusable by fire or casualty, in which case the rent shall be reduced in proportion to the reduction in rental value of the unit.

If the rental agreement is terminated using this section, Landlord shall return the security deposit in accordance with the Security Deposit section of this lease and shall refund any rent that was prepaid as of the date of vacation. Notwithstanding the above, if the damage was caused by the Tenant, Tenant can be held liable for the cost of repair.

### **RENT RAISE**

Written notice of a rent raise must be given to Tenant by Landlord at least 45 days before the end of a term or a periodic rent date. This is so that Tenant has time to decide whether to pay the rent raise or give a 30-day written notice to quit.

### **TERMINATION**

A) Landlord or Tenant shall have the right to terminate a month-to-month tenancy by giving written notice to the other party at least 30 days before a periodic rent date.

B) If either Landlord or Tenant breaches any condition of this lease, the aggrieved party may break this lease by giving the other 30 days written notice to quit. In the notice, the aggrieved party must give the other 14 days in order to correct the breach(es) and say that if the breach(es) is(are) corrected, the notice will be voided. If the breach(es) is(are) remedied within 14 days, then happen(s) again later, the aggrieved party may immediately give the other an irrevocable 30 day notice to quit.

C) In the event that Tenant's rent is not paid on or before the rent-paying date, Landlord may give Tenant a written 3-days notice, specifying that the Tenant must either pay all rent due or vacate the premises within 3 days or suit may be brought according to law.

D) If Tenant breaks the lease without just cause, the security deposit or a portion thereof may be used by Landlord to compensate for the extraordinary expenses incurred. The deductions shall be itemized and submitted to Tenant as are other deductions (see section on Security Deposit.)

Upon termination of this agreement, Tenant shall vacate premise, remove all personal property and leave the premise in a condition as good as originally found, reasonable wear and tear expected. At the time of move, or as soon as possible thereafter, Tenant and Landlord should together reinspect the dwelling and complete another written inventory.

#### **SUBLEASING**

Tenant shall not assign this agreement or sublet the dwelling unit without written consent of Landlord or Landlord's agent.

#### **LEAD-BASES PAINT**

Applies to rental housing built before 1978. Attached hereto and incorporated herein by reference exhibit A is the federally mandated disclosure of information on lead-based paint and lead-based paint hazards.

#### **OTHER AGREEMENTS**

DATE

SIGNATURES

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LANDLORD

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TENANT