

LEASE

THIS LEASE AGREEMENT, is made and entered into as of the _____ day of _____, 20____, by and between THE CITY OF LARNED, as LANDLORD, through its authorized agent _____, Party of the First Part, hereinafter collectively referred to as LANDLORD; and

Party of the Second Part, hereinafter referred to as TENANT or TENANTS. The use of the singular includes the plural of the same term, e.g. TENANT also means authorized TENANTS.

WITNESSETH:

WHEREAS, LANDLORD owns property that LANDLORD is willing to rent;

WHEREAS, TENANT wants to rent said property and will abide by the covenants herein and any properly drafted written rules the LANDLORD or the LANDLORD'S AGENT requires;

WHEREAS, that the LANDLORD, in consideration of the rents and covenants hereinafter set forth, does hereby let and lease unto the TENANT the following described real estate, to-wit:

Prairie Vista Duplex Housing
West 16th Street
Larned, KS
Unit # _____

1. The general terms of this lease are:
 - i. With appurtenances, for an initial term of six (6) months commencing on _____, 20____, and terminating on the last day of _____, 20____, at a monthly rental of \$875.00 per month. Rent is due from the date first above mentioned in this paragraph.
 - ii. With appurtenances, for an initial term of twelve (12) months commencing on _____, 20____, and terminating on the last day of _____, 20____, at a monthly rental of \$875.00 per month. Rent is due from the date first above mentioned in this paragraph.

- iii. EARLY TERMINATION OF LEASE BY TENANT, MILITARY PERSONNEL. TENANTS on active duty in the U.S. Armed Forces may terminate this Lease Agreement with a thirty (30) day written notice if the notice is accompanied with a copy of permanent change-of-station orders, call-up orders, or deployment orders.
- iv. The monthly rent is payable in advance on the fifth (5th) day of each month.
- v. The first rent check or payment should be made on or before _____, 20____.
- vi. The LANDLORD is the City of Larned.
- vii. The parties acknowledge that if rent is paid by electronic fund transfers, that the monthly rate shall be \$_____.

2. LATE CHARGE/BAD CHECKS: The acceptance by LANDLORD of checks for payment of rent is subject to the check being honored when presented to the bank for payment. A late charge of five percent (5%) of the current rental amount shall be incurred if rent is not paid when due. If TENANT tenders a check which is dishonored by TENANT'S banking institution, or LANDLORD issues a 'Notice to Pay Rent or Quit', then TENANT shall first get caught up in rent payments and then agrees to pay monthly rent for the next six months by money orders or cashier's checks. In addition, TENANT shall pay the sum of thirty dollars (\$30) for each check that is returned to LANDLORD as dishonored.

3. UTILITIES: Lawn care services are the responsibility of the LANDLORD. The TENANT covenants and agrees to pay all utility charges for electricity, water, sewer and trash services consumed or used upon the premises hereby leased during the term of this Lease and any extension thereof. TENANT is responsible for snow and ice removal from the common areas and driveways in front of their units, and for paying for cable TV, Wi-Fi, and telephones. No satellite dishes are allowed or installed on the structure. All utilities to be paid by the TENANT must be placed in the TENANT'S name with the utility company before the TENANT occupies the premises.

4. OUTBUILDINGS. Said monthly rental covers rental of the house/apartment and all adjacent outbuildings, driveway and yard assigned to this Unit.

5. DEPOSIT. For unfurnished premises, a deposit equal to the amount of the monthly rental rate shall be paid prior to the TENANT beginning occupancy of the

premises. Return of the deposit shall be governed by provisions the Kansas LANDLORD TENANT Act (hereafter, KLTA, or "The Act."). A deposit is in addition to the first month's rent.

6. **PARKING:** The TENANT may park no more than two (2) vehicles registered in his or her name within the confines of the driveway and garage provided for in these leased premises. Additional Parking of recreational vehicles is covered in Paragraph 9, of this Lease, and the Prairie Vista Policies and Procedures document. The TENANT will keep the LANDLORD advised of any vehicle in the duplex complex that the TENANT owns or leases, including tag numbers and descriptions. TENANT may not assign, sublet, or allow any other person to use this space. On street parking is permitted for guests up to 24 hours. TENANT may not repair or paint in this space or at any other common area on the premises, or cause damage to driveways or other paved surfaces by such activity. Only vehicles that are operational and currently and validly registered in the State may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

7. **NOTICE.** When the initial term of the lease is completed, the parties agree to continue the lease on a month to month tenancy, and either party may terminate this tenancy by the serving of a 30-day written notice. If said term is for six months and TENANT moves out or otherwise does not comply with this Lease Agreement, LANDLORD has the right to seek damages up to the full amount of unpaid rent for the remaining portion of the lease period, subject to set off for new or additional renters who move into the Unit.

8. **TERMINATION OF LEASE/RENTAL AGREEMENT:** If this lease is based on a fixed term of twelve months then pursuant to paragraph one (1) at the expiration of said fixed term, this lease shall become a month to month tenancy so long as the terms and conditions of this agreement are complied with fully. A six-month Lease Agreement will require a renewal of said fixed term Lease Agreement.

9. **VACATION OF PREMISES:** If notice of eviction is received, or the TENANT gives notice, TENANT covenants and agrees to promptly surrender possession of the above-described premises, and all the property affixed thereto, at the expiration of the term, or expiration of any extension of said term or eviction notice. Said premises shall be surrendered in a like condition as when rented, reasonable use and wear thereof and damage by the elements being excepted. All vehicles, campers, motor homes, trailers and other

vehicles shall be removed at the time the TENANT vacates the apartment. All vehicles, campers, motorhomes, trailers and other recreational vehicles parked in the west parking lot with the approval of the manager shall be removed at the time the Tenant vacates the apartment.

10. INSPECTION: The LANDLORD may, during the term of this Lease, or any extension thereof, at reasonable times, and during usual business hours, enter to view the premises and to repair any requested items, show said premises to prospective Lessees, or purchasers.

11. POSSESSION: If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

12. ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred within the meaning of K.S.A. 58-2565, if rent has been unpaid for at least 14 consecutive days and the TENANT has been absent from unit for 21 consecutive days. In that event, LANDLORD may serve written notice on TENANT under K.S.A. 58-2565, and deem the personal property of the TENANT abandoned and subject to sale or disposal pursuant to the notice.

13. LITIGATION. If litigation becomes necessary to evict the TENANT for noncompliance with this Lease Agreement, in addition to actual damages, the parties agree to liquidated damages of five hundred dollars (\$500.00) for costs of post-judgment collection, and includes six percent (6%) prejudgment interest on unpaid rent and damages. For purposes of this contract, the parties agree that if damages are assessed against TENANT by a court of competent jurisdiction, that prejudgment interest shall lie against overdue sums by the TENANT from three months after the initial occupancy date.

14. DAMAGE OR DESTRUCTION OF PREMISES: In the event that the above-described premises are destroyed by fire or other casualty, and as the result of which the premises are untenable, and in the further event that the LANDLORD is unable to restore said premises to a tenantable condition during the sixty (60) day period thereafter, then and in that event, the LANDLORD or TENANT shall each have the option to cancel and terminate this Lease. If said premises is restored and made tenantable within said 60-day

period, then and in that event, the rent shall abate only during said period of repair and restoration, and this Lease shall continue in full force and effect through the balance of its stated term and any extension thereof. In the event that the premises are not rendered untenable by fire or other casualty, the LANDLORD shall repair and replace said premise, provided that the cost of such repairs or restoration by the LANDLORD which are attributable to said premises. FURTHERMORE, if the damage is caused by TENANT'S negligence, the cost of any work performed to repair damage caused by TENANT'S negligence, misuse of equipment in the duplex or damage that exceeds fair wear and tear, will be charged to the TENANT. TENANT is responsible for the behavior of TENANT'S guests, acquaintances or unknown persons on the premises at the request or with the approval of TENANT where damages are caused, including but not limited to doors, windows, interiors and exteriors. All repairs shall be done by the LANDLORD or by workers or licensed contractors approved by LANDLORD and under LANDLORD'S directions and supervision. Damages will be repaired through LANDLORD using contractors of LANDLORD'S choice and those services will be rebilled to and be the responsibility of the TENANT.

15. FURTHER, the TENANT will report promptly to the LANDLORD any inoperative appliance, electrical fixture, plumbing fixture, door or window and any damage to interior walls, ceilings, woodwork, carpeting, drapery or any other part of the Rental Units, the Leased Premises. If TENANT fails or neglects to notify LANDLORD so that LANDLORD may correct and/or mitigate the damage being done, TENANT accepts responsibility for any damages within the Rental Unit or the Leased Premises and any liability resulting from TENANT'S negligence in reporting the condition to LANDLORD. Conditions that require immediate notification to LANDLORD upon discovery by TENANT include, but are not limited to, water leaks, leaking or damaged plumbing fixtures/pipes or hot water tanks, evidence of mold, broken doors or windows, electrical or fire hazards, or infestations.

16. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform, especially to keep up

with the overall good condition of a newer rental facility. In addition, LANDLORD has a right to enter pursuant to KSA-31-139 and KSA-58-2557.

- a. Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item.
- b. TENANT acknowledges that rent will not be withheld and LANDLORD shall have a reasonable time to fix said item. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days' notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets if necessary so that the units may be sprayed for pests)

17. IMPROVEMENTS, REPAIRS, AND ALTERATIONS: Alterations, improvements and repairs to the premises shall not be the responsibility of the TENANT. If the TENANT proposes an improvement, alteration or repair, the City Manager may approve such changes, *provided however*, no such improvement, alteration or repair can be made without prior consultation with the LANDLORD and the prior express written approval of the City Manager. Any authorized improvements to the leased premises shall remain a part of said premises at the expiration of the lease term, or any extension thereof, and shall not be dismantled or removed therefrom, except by the express and prior written consent of the LANDLORD.

18. ASSIGNMENT OF LEASE: The TENANT shall not assign this Lease, nor sublease the above-described premises, nor any portion thereof, without the prior express written consent of the LANDLORD.

19. RIGHTS UPON DEFAULT: If the TENANT shall neglect or fail to perform, or observe any of the covenants contained in this Lease, for a period of thirty (30) days, following notice by the LANDLORD of such breach by the TENANT, or if the TENANT shall be adjudicated bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of creditors, then, and in any of said events, the LANDLORD may lawfully enter

into and upon said premises, or any part thereof, in the name of the whole, and repossess the same, and expel the TENANT and those claiming under and through TENANT, and remove TENANT'S effects forcibly, if necessary, without being deemed guilty in any manner of trespassing, without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenant, and upon entry as aforesaid, this Lease shall terminate and wholly expire and the TENANT covenant that in case of such termination, TENANT will indemnify the LANDLORD against all loss of rent, which the LANDLORD may incur by reason of such termination, during the residue of the term above specified, or any extension thereof.

20. **LAWFUL OCCUPATION:** The TENANT covenants and agrees that the business to be conducted by the TENANT within the above-described premises by anyone who is a TENANT or whom the TENANT allows into the premises shall at all times fully comply with all of the laws of the United States, and the State of Kansas, and all of the ordinances of the City of Lamed, Kansas.

21. **COVENANTS OF LANDLORD:** The TENANT covenants and agrees that the TENANT, upon paying the rent and performing all of the covenants of this Lease, shall peaceably have, hold and enjoy the leased premises for the term aforesaid and any extension thereof. The LANDLORD further agrees to pay all ad valorem taxes assessed against the above-described premises, and to maintain LANDLORD'S own casualty insurance for fire, wind and extended coverage on the building located upon the above-described premises.

22. **TAXES OF TENANT:** The TENANT agrees to pay all personal property taxes assessed against the TENANT'S personal property (if any) located upon the above-described premises.

23. **MISCELLANEOUS:** The TENANT covenants and agrees that during term of this Lease and any extension thereof, TENANT shall take good care of the above- described premises, and will allow no waste to be committed thereon.

24. **LIENS:** The TENANT covenants and agrees that it shall neither permit nor cause any lien to be placed upon the above-described premises, or any part hereof, during the term of this Lease, or any extension thereof, without the express written consent of the LANDLORD.

25. **CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. TENANT acknowledges that said premises have been cleaned and all items,

fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse LANDLORD for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT, or TENANT'S invitee, misuse or negligence.

26. NOISE AND DISRUPTIVE ACTIVITIES: TENANT, CO-TENANTS or their guests shall not disturb, annoy, endanger or inconvenience other TENANTS of the building, neighbors, the LANDLORD or LANDLORD'S agents, or workmen. TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents.

27. PETS: No dog, cat, bird, fish or any other exotic or domestic pet or animal of any kind may be kept on or about the premises without the prior written consent of the LANDLORD in consultation with the City Manager. This Lease does not constitute prior written consent. The policy and costs of pets which are allowed on the premises shall be subject to ADDENDUM AGREEMENT "A" which is attached hereto (if one or more pets is desired by the TENANT).

28. SMOKING: The parties acknowledge this unit and all other premises in the "KHRC Housing Project, Baird Addition" in Larned, Kansas, are smoke-free facilities and environments. There shall be no smoking by any TENANT or guest of a TENANT either inside or outside the premises, nor shall there be any use of chewing tobacco either inside or outside the premises. Violation of this policy will result in eviction.

29. LIQUID FURNISHINGS: No waterbeds or liquid filled furniture of any kind or size may be installed or used on the premises without obtaining the prior written consent of the LANDLORD. Liquid filled furniture includes aquariums or lava lights.

30. INSURANCE: LANDLORD encourages TENANT to maintain personal property insurance and their own liability insurance because LANDLORD does not insure TENANT property or interests. It is further acknowledged by the parties that LANDLORD does not maintain this insurance to cover TENANT'S personal property damage or loss caused by fire, theft, rain, water damage, windstorms (including tornados), overflow, leakage, acts of GOD, natural causes, and/or any other causes. TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle while on or in the premises.

31. WAIVER: LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any rights provided herein, shall not be deemed a waiver by

LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

- a. TENANT expressly waives all of the exemption laws of the State of Kansas relating to personal property, for the payment of said rent. No waiver by the LANDLORD of any default or delinquencies hereunder by the TENANT shall operate as a waiver of any other default or delinquencies on a future occasion.
- b. If the TENANT rectifies all defaults and pays all delinquent rent, the same shall not prevent the LANDLORD from exercising its rights hereunder, in the event of a default or delinquency on a future occasion.
- c. If TENANT will be absent from the Unit during the first ten days of the month when rent is due, to avoid eviction notices, TENANT shall let management know of the TENANT'S extended absence, and pay rent in advance.

32. POLITICAL ACTIVITIES: LANDLORD and TENANT recognize and agree that the premises covered by this Lease are a public place and a municipal bond supported residential project of the City of Larned, Kansas, and thus taxpayer supported.

- a. There shall be no signage erected by TENANT in windows of the premises or on doors or doorways, nor allowed to be placed in the windows of the premises by TENANT or third parties, nor may such signs be erected by the LANDLORD'S employees or agents thereof on any of the City property in this Duplex project, if the signage in any way supports or opposes identifiable candidates for any public office, an identifiable political cause or issue on which a future vote may be taken, or likely will be taken, unless TENANT first submits an example of what is to be placed in such windows, and obtain the prior written consent of the City Manager.
- b. Further, there shall be no assembly of persons or groups of persons on the premises for the principal purpose of fostering support or opposition to candidates or causes.
- c. Nothing in this Section and its subparagraphs prohibits a TENANT from taking active part in political campaigns or campaigning for public office or campaigning for or against identifiable political causes so long as such

campaigning is not conducted in whole or in part on the premises. Premises includes the streets, driveways, and front and back yards of this KHRC Housing Project, Baird Addition, in Larned, Kansas.

33. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

34. NOTICES: All notices to the TENANT shall be deemed served upon mailing by first class mail, addressed to the TENANT, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. Notice to the LANDLORD shall be served upon mailing by first class mail, addressed to the LANDLORD as follows:

City Manager
City of Larned
417 Broadway
Larned, KS 67550

35. ADDITIONAL RENT: All items owed under this lease shall be deemed additional rent.

36. APPLICATION: TENANT acknowledges completing an application form when seeking to acquire an apartment under this Lease. Certain other documents were part of that application process, and said documents were provided by either the TENANT or persons independent of the TENANT. The TENANT states that all the statements and aversions in that application made by him or her are true and correct, and TENANT acknowledges that it is considered a material breach of this Lease and a basis for eviction if any such statements or aversions are later found to be untrue. TENANT is aware the City of Larned is a municipality and the documents supporting this lease, including investigative documents, may be subject to the Kansas Open Records Act.

37. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and

has had a reasonable opportunity to consult with counsel and has otherwise read and understood this agreement and has been furnished a duplicate original.

38. INDEPENDENT ATTORNEY: The parties acknowledge this document is a contract granting rights, duties and liabilities for both parties, and was prepared by the City Attorney. TENANT has had the opportunity to obtain legal advice regarding this agreement.

THIS AGREEMENT shall be binding upon the parties hereto and their respective creditors, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate, as of the day and year first above written.

LANDLORD

By _____
MANAGER, ON BEHALF OF
LANDLORD

TENANT

By _____
PRIMARY TENANT

OTHER AUTHORIZED ADULT CO-TENANTS
