

LEASE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between

Herein referred to as "Landlord", and

Herein referred to as "Tenant".

For the consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

1. Premises: Landlord does hereby lease to Tenant, and the Tenant leases from Landlord for a term of \_\_\_\_\_ months the following premises:

Said premises shall be occupied by no more than \_\_\_\_\_ persons, and NO Pets and utilized solely for the purpose of residential Dwelling.

2. Term of Agreement: The term of this Lease Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and unless is terminated as provided herein, this lease shall be Automatically renewed and extended on a month-to-month basis thereafter. Should this lease either commence on a month-to-month Basis or continue automatically on a month-to-month basis, then either party may terminate this Agreement as provided in Paragraph 6 on the last day of any month by giving a One (1) Month Written Notice in advance to the other party as provided in Paragraph 6. (Example: Tenant desires termination on June 30<sup>th</sup>, written notice must be given to Landlord on or before May 31<sup>st</sup>).

3. Terms of Payment: Tenant agrees to pay to Landlord rent in the term amount of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ in equal and successive amounts of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ per month, prorated to and due and payable in advance on or before the first calendar day of each and every month hereafter until this tenancy shall be terminated pursuant to the terms of this Agreement. All Payments of rent are payable to:

And shall be delivered or mailed to the office at: 11800 Newton  
Kansas City, MO 64134

Or at such place as the Landlord may designate in writing. Should Tenant fail to pay, and/or Landlord not receive the said monthly rental amount on or before the close of the business day on the 5TH day of each month, Tenant agrees to pay a late charge of \_\_\_\_\_ \$25 \_\_\_\_\_ TWENTY FIVE Dollars plus \$2 a day \_\_\_\_\_ TWO DOLLARS PER DAY in addition to the regular monthly rental, and Tenant further agrees that should the monthly rental amount together with the said late charge not be paid to the Landlord on or before the last business day of the month, the late charge shall be added to and become rent. Further, upon return of an insufficient funds check issued by the Tenant and payable to Landlord, or a stop payment check, or the return of any check for any reason whatsoever, Tenant agrees to pay the late charge above stated and to immediately satisfy the face amount of the returned check by replacing same with a cashier's check or money order, and Tenant agrees to pay a return check charge of \$30.00.

4. Security Deposits: (a) The Tenant has deposited the sum of \$300.00 THREE HUNDRED Dollars \_\_\_\_\_ as a security deposit to be held by Landlord for application against the payment of accrued rent in the amount of damages which Landlord may suffer by reason of the Tenant's non-compliance with the provisions of this lease agreement, or ANY COST OR EXPENSE INCURRED BY LANDLORD AS A RESULT OF TENANT'S FAILURE TO FULFILL THE SECURITY DEPOSIT REFUND REGULATIONS ATTACHED TO THIS LEASE AS EXHIBIT "A". The parties agree that if this Agreement is terminated by Tenant prior to the expiration of the term provided herein, or if terminated by the Landlord because of Tenant's non-compliance with the provisions of this Lease, Landlord shall be entitled to retain security deposits set forth above as a portion of its liquidated damages, and said Tenant shall, in addition to the forfeiture of such security deposit remain liable to the Landlord for any loss that Landlord may suffer by reason of damages to property or being unable to release the premises herein conveyed. If this Agreement is not terminated by Tenant prior to the expiration of the term hereof as herein provided or terminated by Landlord because of Tenant's non-compliance with the provisions hereof, Landlord may retain only that portion of the security deposit as is necessary to make Landlord whole for any losses caused by Tenant for damages, including clean-up expenses and other expense incurred as a result of Tenant's failure to fulfill the terms of the Security Deposit Refund Regulations. Tenant agrees that such security deposit is not a pre-payment of rent, does not constitute a trust fund, may be deposited at any bank or depository selected by Landlord, and may be commingled with Landlord's funds, and the Landlord shall be under no obligations to pay or account to Tenant for any interest, earnings or increments accruing to Landlord for the use of the security deposit. Tenant further agrees as follows: (i) Such security deposit may be deposited and held in the operating account maintained for the Purposes of managing the property on which the leased premises are located (The "Property Management Account"); (ii) such security deposit may be freely commingled with other funds maintained in said Property Management Account; (iii) subject to the provisions of this paragraph, Landlord is not required to maintain or account for such security deposit in any way while it is held by Landlord or Landlord's agent; and (iv) subject to the provisions of this paragraph, such security deposit may be used, in Landlord's discretion, to pay operating expenses and other costs in connection with the leased premises or the building in which the leased premises are located.

(b).....Tenant understands and agrees that the aforesaid security deposit is made against any damage, except reasonable wear and tear, done to the premises by the Tenant, his family, guests, or agents, and Tenant agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact.

(c).....Tenant agrees not to apply or attempt to apply any portion of the security deposits toward any rental payment required hereunder. Tenant fully understands and agrees that in the event Tenant attempts to apply any portion of the security deposit towards rent due, the entire security deposit shall be forfeited by Tenant, and Landlord shall retain same as liquidated damages for the Tenant's breach of contract. Under these circumstances, Tenant agrees that Landlord may recover the full amount of rent due without recognition or deduction of the security deposit.

(d) .....It is agreed by the parties hereto that a move-out inspection, pursuant to the Security Deposit Refund Regulations, shall be performed by the Landlord at Landlord's convenience, within 72 hours after the Tenant has notified Landlord of his move out and returned all keys to Landlord. Tenant agrees to be responsible for the damages to the premises reflected in such inspection report.

(e) It is agreed by the Tenant that Landlord shall have thirty (30) days to assess damages, if any, and the repair or replacement cost thereof, and to return that portion of the security deposit due Tenant.

5.....Utilities: The Landlord shall pay utility charges Only for: **Trash Removal**  
The Tenant shall pay **ALL Other** utility charges when due and, in the event Tenant shall fail to pay said Utility charges for any reason, Landlord may, at his option, pay such charges and collect the same from Tenant as additional rent, along with the late charge above stated.

6.....**Termination of Lease:** (a) It is covenanted and agreed that the term herein granted shall be extended and renewed from time-to-time by the parties hereto on a month-to-month basis for a term of one (1) month each, from the expiration of the term herein granted, upon the same covenants and agreements as herein contained unless: (I) Written notice of the Tenant's election not to renew shall have been given to the Landlord at least thirty (30) days prior to the expiration of the then current term, and (ii) the Tenant shall have on or before the expiration of said term (a) met all his obligations and paid all amounts due under this Lease Agreement up to the time of said expiration, and (b) vacated the premises, as provided herein.

(b).....It is hereby mutually agreed that should the Tenant default in the performance of any of his obligations under this Lease, the Landlord may give to the Tenant a notice that this Lease Agreement will expire at a date not less than ten (10) days thereafter, terminating this Lease and all of Tenant's rights hereunder on said date so fixed in such notice, unless in the meantime the default is cured to the satisfaction of the Landlord and that a charge of 10% if the original lease amount and also forfeit the security deposits. Should Tenant fail to cure the default, it shall thereupon be lawful for the Landlord to re-enter the premises and to remove all persons and personal property therefrom by suitable action or proceeding at law or in equity or by any other proceeding which may apply to the eviction of tenants, and to repossess the premises in its former state as if this Agreement had not been made.

7.....**Assignment and Subletting:** Unless prior written consent of Landlord shall be obtained, this Lease Agreement shall not be assigned, nor shall said premises or any part thereof be let or sublet, or used or permitted to be used by another, or used or permitted to be used for any purpose other than as above provided.

8. ....**Abatement of Rent:** In the event the leases premises are not delivered to Tenant on or before the beginning of the term of this Agreement, rental shall abate until possession of said premises is delivered to Tenant, but Landlord shall not be otherwise liable.

9.....**Acceptance of Premises:** The Tenant's entry into possession of the premises shall be considered conclusive evidence that the premises and the building of which it forms a part are in good and satisfactory order and repair at such time. It is agreed that there have been no promises to decorate, alter, repair, or improve the premises, or representations as to the condition and repair of this premises, except as are set forth herein, and that the Tenant agrees unless otherwise stated herein to occupy the premises in it "as is" condition.

10.....**Entry of premises:** Landlord or Landlord's agent may enter the premises at reasonable hours to examine the same and to do anything Landlord may be required to do hereunder, including, but not limited to, routine inspection, maintenance, and extermination, or which Landlord may deem necessary for the good of the premises or any building of which they are a part; Landlord may enter said premises for the purpose of showing said premises to a prospective tenant.

11.....**Locks:** Tenant understands and agrees that he shall not, in any event or circumstance, install or cause to be installed on the premises additional locks of whatever kind or nature, nor make or cause to be made, any changes in or to the existing locks. Tenant further agrees to pay to Landlord a "lockout fee" of Thirty Dollars (\$30.00) should Tenant require entrance by the use of Landlord's master key.

12.....**Tenant's Covenants:** Tenant agrees that the following shall be covenants of this Agreement and that the Tenant:

(a) Will not permit or maintain any nuisance upon the lease premises or common areas; and will comply with all the laws, ordinances, orders and regulations of the federal, state and city governments in which the premises are located.

(b).....Will take good care of the premises and fixtures therein, and shall not commit any waste or damage to said premises. Upon termination of the Agreement the Tenant will fulfill all of the conditions of the Security Deposit Regulations, and the Tenant shall surrender said premises and fixtures in as clean a condition as when first occupied, and in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of Tenant into, or out of, or within said building, and all breakage or other injury done by Tenant, or the agents or invitees of the Tenant, as well as any damage caused by any equipment or appliance of the Tenant, shall be repaired by the Landlord at the expense of the Tenant. Tenant further understands and agrees that the Landlord will make standard charges and deduct said charges from security deposit hereinbefore referenced in Paragraph 4 for the specific alterations and/or items of damage which must be repaired by the landlord, all in accordance with the schedule of damages and repair costs in effect at the time of move-out.

(c).....The Tenant shall make no alterations, additions, or improvements in or to the premises except with the prior written consent of the landlord. All alterations, additions, or improvements upon or affixed to the premises made by either party shall, unless the Landlord shall elect otherwise, become the property of the Landlord, shall become and remain part of the premises, and be surrendered with the premises at the end of this Agreement. This includes, but is not limited to, locks, bolts, towel bars and racks, venetian blinds, wall-to-wall carpeting, and all fixtures or improvements of a similar nature.

(d) Will give to the Landlord prompt written notice of any accident to or any defects in the water pipes, electrical light fixtures, heating apparatus, or other part of the building which may come to Tenant's notice in connection with said premises, so that such defects may be corrected, and the Landlord shall have reasonable time thereafter to make repairs. Tenant's failure to report such damage shall result in Tenant becoming personally responsible for the cost of repairs. Any and all damage sustained by the Landlord as a result of Tenant's negligence or actions shall be repaired by Landlord at the expense of Tenant.

(e) Will not add or change locks on doors to the premises, and on termination of Agreement will surrender all keys to premises to Landlord. Tenant agrees to pay an additional charge of \$35.00 if all keys are not returned.

(f) Tenant will comply with all rules and regulations issued by Landlord.

(g) Tenant understands and agrees that Landlord shall not be liable or responsible in any manner whatsoever, of any kind or nature, directly or indirectly, for any damage of whatever kind or nature to Tenant's personal property and effects located within or outside of the premises. **LANDLORD'S INSURANCE DOES NOT COVER CONTENTS OF TENANT'S PREMISES**, therefore, Tenant understands that he must obtain his own insurance to protect his personal property against perils. **IT IS RECOMMENDED BY LANDLORD THAT TENANT ATTAIN AT TENANT'S OWN COST A POLICY OF RENTER'S INSURANCE COVERING TENANT'S CONTENTS.**

13. ....**Conditions and Agreements:** The parties hereto agree that the following shall be conditions of this Agreement:

(a).....The Landlord reserves the right to control, modify, and rearrange the traffic circulation system and parking spaces provided for Tenants. Landlord may from time to time designate and restrict parking areas for Tenant, his guests and invitees, and tenant agrees to abide by Landlord's designation of such areas and to strictly enforce the use of same by members of his family, his guests and invitees.

(b) The Tenant shall not allow, create or maintain upon the premises any action, noise or nuisance of a character tending to adversely affect the peace, tranquility, cleanliness, or aesthetic character of the dwelling, apartment, or its occupants or neighbors.

(c) The Tenant shall not keep or maintain on any basis, temporary or permanent, any pet, without specific written consent of the Landlord and payment of a pet deposit as set by Landlord.

(d) No water beds shall be allowed within the premises without the express written consent of landlord and payment of a water bed deposit as set by Landlord.

(e) Tenant shall not allow or permit the occupancy of the premises by any person not signed at the end of this Agreement without the Landlord's written permission. Guest status shall terminate after ten (10) days. Any guest (non-tenant) on the premises for more than ten (10) days must be registered with the Landlord and the charge of Ten (\$10) Dollars per day per person paid in advance to the Landlord.

(f) Only those areas specifically designated for storage may be used as such. No personal effects whatever may be left or stored on the grounds, hallways or stairwells. Porches, balconies or patios may not be used for drying laundry or storage of personal property other than appropriate patio type furniture, grill, etc.

14. ....**Damage to Persons or Property:** It is understood that, except in case of willful neglect on the part of the Landlord, Landlord shall not be liable for any injury or damage or persons or property in the building, resulting from fire, steam, smoke, sewage, gas or electricity or from water, rain or snow which may leak into, issue, or flow from or on account of the building or the premises or any appurtenances thereof becoming out of repair, or from any act or negligence of employees co-tenants, or other occupants of the building, or from a failure to provide lighting or security, or from any other cause whatsoever the nature. All personal property in the premises shall be at the risk of Tenant, and Landlord shall not be liable to Tenant or any other person for loss of property in or from the said premises or for damage to property therein however occurring. **IT IS RECOMMENDED BY LANDLORD THAT TENANT ATTAIN AT TENANT'S OWN COST A POLICY OF RENTER'S INSURANCE COVERING TENANT'S CONTENTS AND A LIABILITY POLICY COVERING PERSONS AND PROPERTY.**

15. ....**Fire or Other Casualty:** If the premises or the building shall be damaged or destroyed by fire or other casualty, then subject to this paragraph, landlord shall repair or restore the Premises and the Building with reasonable diligence (subject to delays caused by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, or other reason of a like nature not the fault of the Landlord), and during the period of such restoration or repair, Tenant's rent shall equitably abate to the extent the premises are materially affected thereby; PROVIDED HOWEVER, in the event any such casualty damage renders the Premises or the Building partially or totally untenable (in Landlord's sole judgement), landlord shall have the right to terminate this Lease by giving notice thereof to Tenant within (30) days following the occurrence of such casualty, and if Landlord so elects, (i) Landlord shall have no obligation to repair or restore the premises of the building, and (ii) this Lease shall automatically terminate as of the date of such notice.

16. ....**Default:** If default is made in the payment of any rent on the date due, or if Tenant shall default in the performance of any agreement contained herein, or if the premises be or appear, in Landlord's sole judgement, to be vacated or abandoned, then in any such event this Agreement shall terminate at the option of the Landlord, at which point Landlord shall proceed in accordance with the laws of the State of Kansas governing Landlord/Tenant relationships. Tenant shall be liable for any loss, damage, or expense which Landlord may sustain by reason of Tenant's failure to comply with the terms hereof, including reasonable attorney's fees and costs.

17. ....**Eminent Domain:** If the premises or the building or any part thereof shall be taken by eminent domain on conveyed in lieu thereof, Landlord shall have the right to terminate this lease by giving notice thereof to Tenant, and if the Landlord so elects, this Lease shall cease, and the charges payable hereunder shall be adjusted as of the date thirty (30) days following the giving of such notice. If this Lease is not terminated, the Landlord shall repair any damage to the building, this Lease shall continue in full force and effect, and the rent and other charges shall not be abated or reduced. Irrespective of whether this Lease is terminated, Landlord shall receive the entire condemnation award, and Tenant hereby assigns to the Landlord all of the Tenant's interest therein.

18. ....**Rules and Regulations:** The rules and regulations set forth at the end of this agreement are incorporated herein and hereby made a part of this Agreement. Landlord shall have the right to amend these rules and regulations from time-to-time at his discretion. Failure by the Tenant and the Tenant's family, servants, employees, agents, visitors, and licensees to observe and comply with said rules and regulations will constitute a breach of the terms of this Agreement.

19. ....**Notice:** Any notice hereunder shall be sufficient if delivered to the Tenant, sent by certified United States mail addressed to the Tenant at the premises, or posted upon the door to the premises. The Landlord shall be addressed where rent is payable.

20. ....**Peaceful Enjoyment:** So long as the Tenant shall not be in default under the terms and conditions of this Agreement, the Landlord covenants that the Tenant may, at all times while this Agreement remains in effect, have an enjoy for his Sole use (as limited herein) and benefit the property hereinabove described.

21. ....**Validity:** Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, including specifically the timely payment of rent or any other clause, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to strictly enforce any such term, covenant, agreement, or condition, including specifically the timely payment of rent, but the same shall continue in full force and effect.

22. ....**Binding of Successors and Assigns:** The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, heirs successors, and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sublessee of Tenant.

23. ....**Partial Invalidity:** If any term or condition of this Agreement or the Application thereof shall to any extend Be invalid and unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.

24. ....**Entire Agreement:** This document contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an Agreement in writing signed by the Landlord and the Tenant after the date hereof.

**IN WITNESS WHEREOF,** the parties hereto have duly executed the foregoing instrument in duplicate the day and year First shown above:

BY: \_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date of Execution



**EXHIBIT "A"**  
**SECURITY DEPOSIT REFUND REGULATIONS**

These SECURITY DEPOSIT REFUND REGULATIONS are incorporated in and a part of a Lease made and entered into The \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between \_\_\_\_\_ Hereinafter referred to as "Landlord", and \_\_\_\_\_ Hereinafter referred to as "Tenant".

The INCOMING INSPECTION REPORT is attached hereto as Exhibit "A-1". It will be the basis for the Outgoing inspection Report when Tenant vacates. Should tenant fully comply with the following terms and conditions, the Landlord will refund the security deposit in full within THIRTY DAYS (30) after vacating.

1. **PROPER WRITTEN NOTICE must be provided as specified in the Lease.**
2. **ALL KEYS MUST BE TURNED INTO THE OFFICE** the day you vacate the premises. Tenant agrees to pay an Additional charge of \$35.00 if all keys are not returned.
3. **AN INSPECTION FOR REFUND MUST BE REQUESTED.** This inspection will be made within 72 hours of the Time you turned in your keys and request it. (Not including Sundays and Holidays).
4. **THE PREMISES MUST BE LEFT IN A CLEAN CONDITION,** and Tenant hereby agrees that prior to vacancy Tenant will complete the following:
  - A. No trash or debris shall be inside the premises.
  - B. Window and door screens shall be in proper place and not damaged or broken; glass not broken. Door Tracks and window glass shall be cleaned inside.
  - C. Walls, doors, ceilings, and woodwork shall be without any damage or abuse, other than ordinary wear and Usage. Cabinets shall be cleaned inside and outside.
  - D. Floors (wood and tile) shall be clean and waxed (not vinyl) and not damaged or abused.
  - E. Window shades or venetian blind shall not be damaged or missing.
  - F. Electrical fixtures, switches and outlets shall be clean and operative.
  - G. The range and oven shall be clean. Attention should be paid to the stove drip pan, oven and broiler.
  - H. The refrigerator shall be defrosted, clean, turned off, unplugged, and the door open.
  - I. The plumbing fixtures shall be clean and operable.
  - J. The lawn, if part of the premises, shall not be damaged by being driven on.
  - K. The furniture, if any, shall be clean and not damaged beyond reasonable wear and usage.
  - L. **The carpet shall be vacuumed , shampooed and not damaged beyond reasonable wear and usage.**
  - M. The drapes and curtains shall be clean and not damaged beyond reasonable wear and usage.
  - N. All nail holes shall be filled and repaired.

At vacancy, if Landlord's inspection reveals work or correction is needed in any of the above items, such correction will be made and the cost charged against the security deposit. The Tenant will be furnished with a statement detailing the cost of such charges, along with a check for any balance of the security deposit. If the charges are greater than the security deposit, the Tenant shall pay said amount within THIRTY (30) days of the date of invoice.

If our inspection shows the premises covered by your Lease were left in re-rentable condition, clean and undamaged, your Deposit will be refunded.

I/We have read, understand, and have been furnished a copy of these regulations and agree to the items outlined.

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

**SMOKE ALARM AGREEMENT**

I, \_\_\_\_\_, acknowledge that a working smoke alarm is in my apartment at \_\_\_\_\_. I agree to maintain the smoke alarm and replace the battery as necessary as long as I live in this apartment. I will notify the Management in writing in the event of any defects in the smoke alarm. Tenant agrees that Landlord shall not be liable for any injury or damages to persons or property in the building resulting from fire, steam, smoke, sewage, gas, or electricity, or from water, rain or snow which may leak into, issue, or flow from or on account of the building or the premises or any appurtenances thereof becoming out of repair, or from any act of negligence of employees, co-Tenants, or other occupants of the building or from a failure to provide lighting or security, or from any other causes whatsoever the nature. All personal property in the premises shall be at the risk of the Tenant, and Landlord shall not be liable to Tenant or any other person for loss of property in or from the said premises or for damage to property therein however occurring.

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_