

# LEASE AGREEMENT

Date of Lease: \_\_\_\_\_  
Owner's Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Name of TENANT(s): \_\_\_\_\_

Other Occupant(s): \_\_\_\_\_

Other Occupants DOB: \_\_\_\_\_

Security Deposit: \_\_\_\_\_  
Last Months' Rent: \_\_\_\_\_  
Pet Fee (s): \_\_\_\_\_  
Pet Deposit(s): \_\_\_\_\_

Lease Term: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

**TOTAL FEES:** \_\_\_\_\_

## **MONTHLY RENT CHARGES**

Base Rent: \_\_\_\_\_  
Pet Rent: \_\_\_\_\_  
Utilities - Water and/or Sewer: \_\_\_\_\_

Concession: \_\_\_\_\_  
Short Term Rent: \_\_\_\_\_  
Month to Month Rent: \_\_\_\_\_

**TOTAL RENT:** \_\_\_\_\_

### **Concession Type:**

Onetime Concession: [ ]  
Concession: [ ]  
Concession Terminates: N/A

Concession Applies To: N/A  
Concession Commences: N/A

MAKE RENT CHECKS PAYABLE TO:

\_\_\_\_\_

PLEASE MAIL PAYMENT TO THE FOLLOWING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS

<b>PARTIES AND OCCUPANTS</b>	_____ is hereinafter referred to as "OWNER" and the above-named TENANT(s) is hereinafter referred to as "TENANT", whether one or more. This Lease creates joint and several liabilities in the case of multiple TENANTS. Only the above-named TENANT and those occupants stated above; under 18 years of age shall occupy the premises described herein. No other person or persons may occupy the premises without prior written approval of OWNER. Guests staying for more than 30 days, requires OWNERS written consent.
<b>PREMISES</b>	OWNER does hereby rent to TENANT and TENANT does hereby rent from OWNER the property listed above.
<b>CONDITION OF PREMISES</b>	TENANT accepts the unit "AS IS", except for conditions materially affecting health or safety of ordinary persons. Landlord makes no implied warranties. TENANT is responsible for replacing light bulbs at TENANT's expense and with the prescribed wattage, including when at move-out. OWNER will test smoke detectors and provide working batteries upon move-in as required by statute, and TENANT will pay for and replace smoke detector batteries, if any as needed after that. At move-in, TENANT will inspect the dwelling unit and sign a "move-in" condition report as to its condition. By signing the Report, TENANT acknowledges inspection and acceptance of the dwelling unit, that it was at the time of inspection in good order and repair and in a safe, clean and tenantable condition except what is stated specifically on the report, and that OWNER does not need to make any improvements or repairs. TENANT is entitled to a copy of the Report.
<b>TERM/ LEASE RENEWAL</b>	The term of this Lease is as stated above, commencing on the date of occupancy stated above. TENANT shall give OWNER thirty (30) days prior written notice on the first (1st) of the month of TENANT's election to not renew this Lease. If such notice is not given, this LEASE contract will automatically renew month-to-month at a renewal rate of market rent plus \$100.00 per month until 30-day notice is provided by TENANT or OWNER, or, a renewal Lease contract is completed. Approximately (45) days prior to lease expiration, a renewal lease will be provided to TENANT. TENANT will be subject to the terms outlined in this section of this lease.
<b>UTILITIES</b>	TENANT, in addition herein, shall pay all gas, electricity, telephone, water, trash, cable, sewer, and other utilities with the exception of any utilities included in the monthly rent charges and specified above. TENANT, upon acceptance of this Lease by OWNER, shall make arrangements with utility companies for all such services to be connected and made available on or before occupying the premises. In the event TENANT fails to establish utility service and/or utilities are disconnected at any time during the lease term, OWNER will charge TENANT for any utility service billed for the leased dwelling along with a \$100.00 administrative charge. Utility charges and fees shall be considered additional rent, therefore OWNER will consider nonpayment of utilities a default under the Lease and all remedies for failure to pay rent will be applied. This includes late fees, administrative fees, other related charges, and breach of Lease subjecting TENANT to eviction. If OWNER is unable to provide utility service due to a result of outages, fluctuations, interruptions, or any other circumstance beyond OWNERS control, OWNER shall not be held liable. TENANT shall not hold OWNER liable for failure to provide utility services, TENANT acknowledges that such failure does not entitle TENANT'S relief of the duty to pay rent and will not be considered grounds for rent reductions. TENANT agrees not to tamper with, adjust, or disconnect any utility sub-meter system or device.
<b>LAWN CARE, LANDSCAPE AND SNOW REMOVAL</b>	The lawn care, landscape and snow removal are the responsibility of TENANT unless otherwise specified in the attached Lawn Care, Landscape and Snow Removal addendum. Lawn is to be mowed and maintained regularly not to exceed 4 inches in height at any time. All shrubs are to be trimmed and maintained as needed. Any fines issued by the city or homes association for lack of lawn maintenance or non-removal of snow will be passed along to TENANT.
<b>SECURITY DEPOSITS</b>	TENANT has deposited with the OWNER the amount set forth above as a security deposit to be held by the OWNER. TENANT shall be responsible for all damages as a result of non-compliance, including those that exceed the security deposit. TENANT agrees and understands that any security deposit is not a prepayment of rent and that OWNER shall be under no obligation to pay or account to TENANT for any interest, earning or increments accruing to OWNER from the use of any such security deposit. It is understood and agreed that TENANT shall not apply or deduct any portion of any security deposit from the last month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, any such security deposit shall be forfeited and OWNER may recover the rent due as if any such deposit had not been applied or deducted from the rent due. The Lease can expire only on the last day of a month. Written Notice to Vacate is due thirty (30) days in advance on the first day of the month. Written Notice to Vacate given less than thirty (30) days prior to the expiration of the Lease is effective on the first day of the following month, and TENANT is responsible for rent from that first day of the following month through an additional one-month

	<p>period. The Notice to Vacate form can be requested via email or submitted via our website. Upon termination of this Lease Agreement, the security deposit may be applied to damages sustained by OWNER, and any balance remaining thereafter shall be applied to any rent or other charges due under this lease. TENANT is liable for all sums due. Security deposit is due when unit is reserved. Unit availability changes daily and cannot be guaranteed without an approved application, signed lease and paid security deposit. As previously disclosed Security Deposit is 50% refundable if move in is canceled within 1-5 days after the dwelling unit is reserved. Security Deposit is non-refundable thereafter to cover OWNER's losses resulting from processing expenses, holding the dwelling unit for the applicant and readying the unit for occupancy. Any money refunded will be by check regardless of original payment method and mailed to the current address listed on the submitted application within 30 days.</p>
<p style="text-align: center;"><b>RENT</b></p>	<p>TENANT agrees to pay OWNER the total rents stated above each month. Multiple Tenants are jointly and separately liable for all rent payments and other payments under this Lease Agreement. All rents are due and payable in advance promptly on or before the first of each month. If occupancy begins on any day other than the first of the month, your rent will be pro-rated for that month based only on the occupancy date. Your pro-rated rent for the move-in month is due prior to move-in.</p> <p>If your move-in day is the 2<sup>nd</sup> through the 19<sup>th</sup> of the month then the pro-rated rent is due prior to move-in. If your move-in day is on or after the 20<sup>th</sup> of the month, both the pro-rated rent and 1<sup>st</sup> month's rent are due prior to move-in.</p> <p>If rent has not been received by the OWNER by the fifth day of the month rent is due, there shall be a late charge of twenty-five dollars (\$25.00) assessed and an additional five dollars (\$5.00) per day beginning on the sixth day and each day thereafter until rent, all late charges and other charges are paid in full to OWNER. Cash is NOT an acceptable form of payment unless prior written authorization has been received from OWNER or OWNER'S agent. OWNER'S acceptance of partial payments will not constitute an agreement or satisfaction of monies due, waive OWNER'S right to collect the full balance due, or terminate the lease for non-payment. Payments will be applied first to past due rents, late charges and other charges before any remaining dollars will be applied to current month's rent, regardless of notations on the check. TENANT understands and agrees that the late payment charges are liquidated damages for time, overhead in collecting late rent, inconvenience and other expenses incurred by OWNER as a result of TENANT's failure to pay rent when due and that such charge shall be due and payable as additional rent. TENANT furthermore understands and agrees that checks rendered for rental payments that are so done without sufficient funds in the bank, and are subsequently returned INSUFFICIENT, shall be obligated to pay a forty-dollar (\$40.00) return check service charge in addition to accrued late charges. TENANT agrees to pay rent by money order or cashier's check after any rent check is returned for insufficient funds for remainder of the lease term. The withholding of all or any portion of a payment required hereunder shall constitute nonpayment of rent and a breach of the Lease and shall entitle the OWNER to all remedies enumerated herein in addition to those afforded by law.</p>
<p style="text-align: center;"><b>RELEASE OF LIABILITY</b></p>	<p>TENANT assumes all risk of any damage to person or personal property that may occur for any reason, such as the bursting or leaking of any pipes causing water damage about said premises or from any act, whether negligent, intentional or otherwise, of any TENANT or occupants of the building or of any other person, or fire or hurricane or other acts of nature or from any cause whatsoever, provided that OWNER shall make necessary repairs to prevent further damage with reasonable diligence after written notice has been given to OWNER. Fire, theft, breakage or other occurrence that result in damages in TENANT's personal effects is not the responsibility of OWNER. OWNER strongly recommends renter's insurance for the protection of personal property.</p> <p><b>Security:</b> OWNER does not provide security and TENANT agrees to the maximum extent permitted by law, that OWNER will not be liable to TENANT, TENANT'S guests, occupants and visitors for any injury, damage or loss to person or property caused by other Tenants or other persons for failing to provide security to TENANT, their guests, occupants or visitors or their personal property.</p> <p><b>Statement of Liability:</b> The OWNER shall not be liable to TENANT, their family or their invitees, for personal injury or property damage occasioned directly or indirectly by failure to repair water from plumbing, heating, and air conditioner equipment, drains, sewers, snow or ice on roofs, floors, walkways, balconies or elsewhere, faulty electrical wiring or fixtures, the existence or maintenance of swimming pool or recreational facilities in the community, acts or neglect of other residents and/or their pets, the operation or failure of heating, cooling, plumbing or electrical systems, or for any other cause. OWNER does not provide security and OWNER shall not be liable for personal injuries or other damages caused by intentional acts of other residents or third parties.</p> <p><b>Limitation of Liability:</b> Notwithstanding any other provision herein, if OWNER is found or held liable to</p>

	<p>Resident for any reason whatsoever, TENANT agrees that the total monetary damage amount recoverable will in no instance exceed the total amount of rent TENANT paid OWNER during the first year of TENANT'S Lease at the premises.</p> <p>If any of the above provisions violate the laws of the State within which the premises are located, then the violating provisions shall be ignored and the remainder of the paragraphs shall remain in full force and effect.</p>															
<b>DUTY TO NOTIFY OWNER OF NEED FOR REPAIRS</b>	<p>TENANT agrees to give OWNER prompt written notice of anything other than emergency type items. Submit all service requests including emergency requests via the Rent Café Resident Portal. Verbal or emailed service request are not accepted. If an appointment is scheduled for service and TENANT does not provide access to the unit for necessary repairs, TENANT will be assessed a \$75.00 trip charge for the service call. In the event the service call is a result of TENANT negligence and/or damage TENANT will be assessed a \$75.00 trip charge as well as supplies and material. Technician will not enter the premises with any unattended pets or unsupervised minors.</p>															
<b>REPAIRS</b>	<p>OWNER may require advanced payment for all replacements and/or repairs due to damage, misuse caused by TENANT, TENANT'S guests, occupants, or family. In the event advanced payment is not required, payment is due within 7 days of notification of such charge</p>															
<b>USE OF PREMISES</b>	<p>TENANT agrees to use the premises only for residential purposes, comply with all laws, ordinances, orders and regulations of governmental authorities relating to the premises or use thereof, and not to do or permit any act or activity to be done which would increase the cost of or invalidate any insurance thereon. TENANT agrees to not conduct business of any kind upon the premises.</p>															
<b>PETS AND ANIMALS</b>	<p>Pets are not allowed without prior written approval of OWNER and further provided that TENANT pays applicable <b>\$0.00</b> pet deposit and <b>\$0.00</b> pet fee in addition to applicable <b>\$0.00</b> pet rent each month. TENANT also agrees it is TENANT's sole responsibility to obtain the City of <b>Olathe</b> Municipal Code Book regarding the licensing and care of pets, and to keep informed of any updates or changes and to follow these regulations.</p> <p>If TENANT plans to procure a pet during the term of this lease, TENANT will notify the OWNER prior to bringing the pet onto the leased property and pay all applicable deposits, fees and additional rent. The following is a listing of all pets that will be residing at the Property:</p> <table border="1" data-bbox="386 1039 1567 1144"> <thead> <tr> <th>Breed</th> <th>Weight</th> <th>Color</th> <th>Age</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>TENANT agrees that the pet(s) shall not become bothersome or a nuisance to other Tenants of the neighborhood. In the event of the death of the pet or removal of pet from the property, TENANT will notify OWNER and after the appropriate form has been completed, OWNER will remove pet rent from the following month's rent. TENANT cannot deduct pet rent until OWNER approval has been obtained. Deducting pet rent prior to OWNER approval will result in rent being short paid, therefore resulting in late charges being applied to TENANT account. TENANT is responsible for cleaning up after pets both indoors and outdoors. Fees may be assessed for non-removal of pet waste. Pet sitting for another individual is not permitted without prior written consent and paid pet deposit. Pets on the property without prior written consent of OWNER will result in a \$150.00 administration charge being assessed in addition to a Non-refundable pet fee of \$150.00 and a \$150 pet deposit being charged to TENANT's account and retro-active pet rent being charged from the lease commencement date.</p>	Breed	Weight	Color	Age	Name										
Breed	Weight	Color	Age	Name												
<b>ALTERATIONS AND IMPROVEMENTS</b>	<p>TENANT shall make no alterations, additions or improvements in or on the premises except with prior written consent of OWNER, and then only by mechanics or contractors approved by OWNER and all required permits from appropriate City or County. All alterations, additions and improvements to the premises shall become property of OWNER and remain part of the premises. If any damage occurs during or as a result of the installation of any improvement, TENANT shall be solely responsible for all damage costs incurred. If previous TENANT has made alterations or improvements in the Leased unit, maintenance and repair of these items is not the responsibility of the OWNER.</p>															
<b>ASSIGNMENT OR SUB-LEASING</b>	<p>TENANT agrees not to assign or sublet the premises or allow other persons to occupy the premises. OWNER does not allow sub-leasing.</p>															
<b>TENANT'S DUTIES</b>	<p>TENANT shall comply with the attached rules and regulations, and they are incorporated herein. The OWNER shall have the right from time to time to change the Rules and Regulations and to establish additional rules as may be required by the discretion of the OWNER.</p>															

<b>EARLY TERMINATION</b>	<p>TENANT, if not then in default hereunder, may cancel this Lease during the term with the following conditions:</p> <p>TENANT may terminate this Lease at any time by a) giving OWNER sixty days written notice of intent to terminate the lease and b) payment of termination fee equal to two (2) times the monthly rent. TENANT remains responsible to pay monthly rent during the 60-day notice in addition to the termination fee.</p> <p>TENANT is inducted into the United States Military or receives change of assignment from the United State Military, requiring relocation. Military orders of a named TENANT in the Armed Forces of the United States is required in order to waive termination fee.</p> <p>TENANT shall be liable to OWNER for any damage to Premises beyond normal wear and tear.</p>
<b>NOTICES</b>	<p>OWNER may receive process for, or notice and demands made upon the OWNER at the then current address where the rent is paid. TENANT agrees to accept notices at the premises under this Lease. All notices under this Lease must be in writing. If more than one person is a resident, notice to or by any one binds all.</p>
<b>ENTRY TO PREMISES</b>	<p>The OWNER shall have the right to enter the dwelling unit at reasonable hours, and will provide TENANT the notice that is practical under the circumstance of its intent, in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, TENANT, workmen or contractors. OWNER may enter the dwelling unit at any time without consent of TENANT in case of emergency or hazard involving the potential loss of life or property per KS 58-2557. TENANT agrees to notify OWNER of any extended absence of seven (7) days. During any absence, OWNER can enter for inspection and to preserve the premises. Tenant is not allowed to change the locks without giving OWNER (2) duplicate keys within (72) hours..</p>
<b>DAMAGE TO PREMISES AND TENANT PROPERTY</b>	<p>OWNER can terminate this lease if any part of the premises or the building in which the premises is located, is destroyed by fire or other casualty. OWNER has no liability for TENANT'S possessions. Property Hazard Insurance premiums for TENANT are not included in rent. OWNER has no insurable interest in the personal property of TENANT or TENANT'S guests, occupants or visitors, and OWNER will not be liable for damage or loss of personal property, such as furniture, jewelry, clothing, etc. from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosions, earthquakes, eruption of utilities or other casualties. TENANT agrees to compensate OWNER for the full amount of damage if TENANT or its invitees or guests damages the premises or any real or personal property at the community, including any buildings or fixtures thereon. TENANT should obtain its own insurance to protect against all of the above occurrences. TENANT is also liable to OWNER for damages or loss caused by TENANT or TENANT'S guests, occupants or pets</p>
<b>APPLICABLE LAW</b>	<p>This lease is governed by <b>KS</b> law.</p>
<b>DEFAULT CLAUSE</b>	<p>For anything other than non-payment of rent, if TENANT shall breach any of the terms of this Lease or the rules attached hereto or enacted from time to time, then as to every default or breach, the OWNER may deliver a written notice to TENANT specifying the acts and omissions constituting the breach, and that the Lease will terminate thirty (30) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. If the same or similar breach occurs after the fourteen (14) day period, the OWNER may deliver a written notice to TENANT that the Lease will terminate thirty (30) days after receipt of the notice without providing the opportunity to remedy the breach. In case of default by TENANT in the payment of rent, the notice shall be a three-day notice provided by Statutes of the State of <b>KS</b>, and the OWNER shall have such rights as is provided by such statutes. If the property becomes vacant or abandoned, this Lease shall expire and terminate and the OWNER may re-enter and take possession in the manner provided by law. In case the OWNER shall recover possession of the property, the OWNER may, but shall not be required to remove the property of TENANT and store the same at TENANT's expense, or he may dispose of said property, and TENANT agrees that in no respect shall the OWNER be responsible for damages in any action of entering said property or removing and disposing of TENANT's property, with or without process of law. Notwithstanding anything stated herein, TENANT agrees that whether possession is taken or this Lease is canceled by the OWNER, the entire unpaid balance of rent for the entire term is due and payable to OWNER. TENANT shall be responsible for all costs incurred by the OWNER in and about enforcing this and any other provision of this Lease. In the event of a default by TENANT, OWNER shall not be required to return any part or portion of the security deposit, but the OWNER may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage sustained by OWNER by reason of TENANT's default. The retention of the security deposit shall not be the only remedy, to which OWNER is</p>

	<p>entitled, but OWNER shall have all recourse against TENANT provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. TENANT agrees to pay OWNER's reasonable attorneys' charges and expenses incurred in and about enforcing any of the terms of this Lease, in collecting past due rent, and in and about recovering possession from TENANT, should the services of an attorney be retained by OWNER in so doing.</p>
<b>ABANDONMENT</b>	<p>In the event any installment of rent shall not have been paid within ten (10) days of its due date and TENANT shall not have been physically present in the property during such period of time, it shall be conclusively deemed (and TENANT so agrees) that the property has been abandoned regardless of whether or not any of TENANT's possessions remain in the property, in such event, the OWNER may retake possession without process of law, without in any way being responsible to TENANT for damages, trespass, unlawful entry, or any matter or thing whatever by reason thereof, and the OWNER may, at OWNER's option, in the event of such abandonment, declare this Lease terminated. This right on the part of the OWNER shall be in addition to and not exclusive of all rights and remedies provided by this Lease and by law.</p>
<b>GENERAL PROVISIONS</b>	<p>This Lease, together with any written contracts executed simultaneously herewith, contains the entire Lease between the parties and shall not be changed, modified or discharged in whole or in part except by a contract in writing signed by OWNER and by TENANT. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease or in written contracts, if any executed simultaneously therewith. All prior understandings, terms or conditions are deemed merged in this Lease. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. No act, except an express written waiver shall be construed as a waiver of any right given OWNER by this Lease. All covenants, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors of the parties hereto.</p>
<b>SMOKE DETECTOR &amp; CARBON MONOXIDE DETECTOR</b>	<p>The parties acknowledge and agree that at the time of the signing of this Lease, there is on the premises at least one smoke detector which is in good operating condition. TENANT agrees that it is their responsibility to maintain batteries in said smoke detectors at TENANT's expense, and that it is TENANT's duty to periodically check said smoke detectors to be sure all are properly operating. OWNER does not provide carbon monoxide detectors. OWNER strongly recommends that TENANT obtain their own carbon monoxide detector.</p>
<b>GARAGE DOOR OPENERS, WINDOW TREATMENTS</b>	<p><u>G.D. PROPERTIES &amp; INVESTMENTS, L.L.C.</u> may or may not install garage door openers or window treatments. If previous Tenant has installed garage door openers and/or window treatments in your unit, maintenance of these items is not the responsibility of the OWNER. Garage door opener specifications are outlined in the garage door opener addendum.</p>
<b>PARKING</b>	<p>It may become necessary for OWNER to regulate the manner and place of parking of all vehicles. OWNER may have illegally parked, derelict, or unauthorized vehicles towed at vehicle owners expense. An unauthorized, derelict or illegally parked vehicle may be: parked in such manner that blocks driveway(s) or another vehicle from exiting, has a flat tire or other condition that is inoperable, takes up multiple parking spaces, is abandoned, blocks garbage trucks from accessing dumpster, is parked on sidewalk, patio, grass or in middle of cul-de-sac, etc. OWNER may assess fines for noncompliance.</p>
<b>PEST CONTROL</b>	<p>OWNER exterminates if necessary prior to TENANT possession. OWNER does not provide pest control services thereafter. In the event any pest treatment is necessary, TENANT is responsible for such treatment. In the event TENANT does not provide necessary pest control, OWNER will complete and TENANT will be charged for such services. In the event neglected pest services is found after move out, such charges will be deducted from security deposit.</p>

<p><b>FEDERAL REQUIREMENTS</b></p>	<p>TENANT acknowledges that the premises are subject to federal requirements due to the issuance of multi-family bonds with respect to the financing of the premises. Thus, TENANT certifies the accuracy of the statements made with respect to TENANT's income and any Income Certificate or financial statement executed by TENANT, and TENANT further agrees that the family income and other eligibility requirements, if any, shall be substantial and material obligations of TENANT's tenancy. TENANT will further comply with all requests for information with respect thereto from the OWNER, the Trustee, or the Issuer of the bonds. The failure of TENANT to provide accurate information or refusal of information shall be deemed a violation of a substantial obligation of TENANT's tenancy under this lease and shall constitute cause for immediate termination of this lease.</p>
<p><b>RESPONSIBILITY FOR UTILITIES; HEATING PREMISES</b></p>	<p>TENANT shall not reduce the heat below 55°F degrees in the premises during any time when the premises may need to be heated. It is TENANT's responsibility to be certain that the heat is left at this minimum temperature even when TENANT is on vacation or otherwise away from the premises, in order to prevent freezing and bursting of the pipes and other damage associated with cold weather. Any costs to repair damage to premises caused by TENANT failure to keep unit above 55 degrees will be charged back to TENANT.</p>

By signing this document, I/We attest that I/We understand English and will abide by the conditions set forth in this lease

Property Address:!

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SECURITY DEPOSIT REFUND REGULATIONS

The Move-In Condition Report will be kept in the Lease file. It will be the basis for the Move-Out Condition Report when you vacate. We hope we will be able to refund your security deposit in full within 30 days after vacating. If any damages are present at move-out inspection that were not notated on the move-in report, a 20% administrative charge will be assessed for scheduling of repairs.

OWNER will mail a breakdown of charges and actual costs withheld from security deposit, and any refund within the time required by state law, but in no instance later than thirty (30) days. The deposit refund period starts when premises have been surrendered to OWNER by all keys being returned to our office and all of TENANTS belongings have been removed from the premises. TENANTS should not call the office for status of refunds unless the stated 30 days has passed. Any refund will be one check payable jointly to TENANT and mailed to the primary lease holder at the last known address if forwarding address was not provided. If TENANT loses their refund check and OWNER must re-issue at TENANTS request, cost of stop payment and reissuance of check will be charged to TENANT and deducted from original refund amount. Any dispute of charges withheld from security deposit must be submitted within 14 days of the date of the security deposit breakdown of charges. You must comply with the following to ensure that you are entitled to receive it:

1. **GIVE PROPER WRITTEN NOTICE as specified in your lease. Per your lease:** "The Lease can expire only on the last day of a month. Written Notice to Vacate is due 30 days in advance on the first day of the month. Written notice to vacate given less than 30 days prior to expiration of the Lease is effective on the first day of the following month, and TENANT is responsible for rent from that first day of the following month through an additional one month period."
2. **TURN ALL KEYS INTO THE OFFICE** the day you vacate the premises. Keys are to be turned in to the office no later than the expiration date of your lease. Your rent will continue until keys are received in our office. TENANT will be assessed a minimum \$75.00 fee if all keys are not returned to cover the cost of replacing locks and keys.
3. **CLEAN AND MAINTAIN THE PREMISES.** **Note: All items below, are if applicable. Provisions vary per unit.**  
**TENANT MUST PERFORM THE FOLLOWING:**

### **CLEAN:**

- a) Entire unit; including showers, sinks and toilets. Replace toilet seat if stained
- b) Stove top, under stove top, oven, exterior and underneath
- c) Drip pans or replace if not able to clean completely
- d) Dishwasher inside and out, removing any debris from bottom
- e) Refrigerator and freezer inside and out
- f) Kitchen countertops, cabinets and drawers inside and out
- g) Washer/Dryer inside and out
- h) Sweep out basement
- i) Sweep out garage
- j) Dirt from walls and baseboards. Drawings and excessive filth ware considered damages and will be charged back to tenant
- k) All plumbing fixtures and make sure they are fully operable
- l) All drains and make sure they are free of clogs and debris
- m) Windows and make sure they are free of damage and not broken
- n) All floors and ensure there is no damage or abuse. Hardwoods are to be cleaned with vinegar and water ONLY
- o) Blinds
- p) Yard and remove any pet waste
- q) All garbage and remove from inside and out – arrange for bulk pickup if needed

### **MAINTAIN:**

- a) HVAC filter: New filter must be installed. TENANT will be charged for replacement filter and labor if new filter is not installed.
- b) Screens: Should be present and not damaged
- c) Electrical: Outlets and switch covers should be present and not damaged
- d) Doors: Not broken and free of any damage
- e) Door Stops: Should be present and not damaged
- f) Blinds: Replace if broken. If installed blinds are removed, they will leave damage to the wall and will require both repair and paint which will result in charges to TENANT. If broken blinds are left installed in unit, they will be removed and TENANT will be charged for removal, disposal and wall damage.
- g) Walls & Baseboards. All woodwork and baseboards should be without damage or abuse. Dents, holes, gauges or scratches that expose the white of the sheetrock or bare wood on baseboards and woodwork and cannot be washed off are considered damages and will be charged back to TENANT.
- h) Light Bulbs: Must be working and should not exceed 60 watts
- i) Lawn & Landscape: Lawn must be mowed and trimmed. Landscape must be trimmed and not damaged.

**CARPET CLEANING:**

If carpet cleaning receipt is not provided when keys are received then Prieb Property Management will schedule the carpet cleaning and the standard carpet cleaning cost will be charged against your security deposit. If pets are included on the lease, pet treatment will be performed and charged against your pet deposit. Additional cleaning charges for stain removal, pet damage, etc. will be matched against your Move-In Condition Report prior to being charged.

***DO NOT*** spackle or mud small nail holes. *If small nail holes are present and can be reused by another tenant, they may not require paint. If you fill the small nail holes we are guaranteed paint will be necessary and TENANT will be charged. DO NOT touch-up paint. There is a high risk that touch-up paint will not match. Mismatched touch-up paint will result in full paint in applicable areas and TENANT will be charged.*

At vacancy, if our inspection reveals work or correction needed to any of the above items, they will be cleaned, repaired and/or corrected, and the cost charged against your security deposit. If the charges are greater than the security deposit, you hereby agree to pay the balance owed when invoiced, but no later than thirty (30) days from the date of the invoice. TENANT will be jointly liable for the entire amount of all damages.

If our inspection shows the leased premises were left in re-rentable condition, clean and undamaged, your deposit will be refunded in full.

**We strongly recommend that you see your insurance agent to insure your personal property against loss and to protect yourself with a liability policy. Any damage caused by your occupancy is your responsibility.**

By signing this document, I/We attest that I/We understand English and will abide by the conditions set forth herein.

Property Address: 202 N Ferrel St, Olathe, KS 66061

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# RULES AND REGULATIONS

## TENANT shall:

- a) **Codes:** Comply with all obligations primarily imposed upon TENANT by applicable provisions of building and housing codes materially affecting health and safety.
- b) **HOA:** Comply with all obligations primarily imposed upon TENANT by applicable provisions of the homeowner's association.
- c) **Cleaning:** Keep the premises including patios and balconies as clean and safe as the condition of the premises permit.
- d) **Trash:** Remove from premises all ashes, rubbish, garbage and other wastes in a clean and safe manner and deposit same in containers designed for same and not left on the ground, outside container.
- e) **Plumbing:** Keep all plumbing fixtures clean and use for intended purpose only. (e.g. keep nonfood debris out of the garbage disposals, keep hair from shower drains, etc.) Drains clogged by hair, garbage disposals clogged by nonfood items, toilet clogged by non-perishables, etc. will result in a trip charge and service fee. Put no Clorox tabs in toilet tanks or Drano in any plumbing fixture. (These items damage internal component which could result in TENANT damages.)
- f) **Appliances:** Keep all appliances clean and use for intended purpose only.
- g) **Damages:** Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of TENANT or by any person, animal or pet on the premises at any time with our without the express and implied permission or consent of TENANT.
- h) **Risk:** Assume all risk of damage or loss of property stored in any storage area. OWNER does not carry insurance on TENANT's personal property and suggests that TENANT carry renter's insurance for their own protection. Spoilable articles should not be kept in storage areas.
- i) **Service Requests:** Direct requests for service to the service department via online resident portal. All requests must be scheduled. OWNER's employees may not render services to TENANT outside their normal duties and what is stated on original service request.
- j) **Light Bulbs:** Use appropriate light bulbs for all light fixtures that are part of the property. This includes using flood bulbs on in any canned or recessed lighting fixture. No lights over 60 watts may be used in any fixture that is part of the property. TENANT is responsible to purchase and change all lightbulbs.
- k) **Electrical:** Check breaker box if any electrical fixture fails before calling for service.
- l) **Animals:** Pick up all animal waste from sidewalks and yards for all animals residing at the residence. Failure to pick up after animals may result in fines or other charges for clean-up.
- m) **HVAC Filter:** Remove and replace the HVAC filter every month to keep the air conditioner and heater in optimum operating condition.
- n) **Rent: Pay rent on-time when due on the first (1<sup>st</sup>) day of the month. Any unpaid rent or other charges on account as of the sixth (6<sup>th</sup>) of the month may be subject to posted notice. Any notices posted regarding non-payment of rent or fees will result in a \$50.00 posting fee being charged to the tenant account.**

## TENANT shall NOT:

- o) **Peaceful Enjoyment:** Engage in conduct or allow any person, animal or pet on the premises, with or without the express or implied permission or consent of TENANT, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other Tenants.
- p) **Awnings & Projections:** Attach awnings or other projections to the outside walls of the building nor hang blinds, space shades, screens, or decorations on the premises without prior written consent of OWNER.
- q) **Smoking:** Smoke inside the home including the garage, basement and/or any covered area of the home. Smoking is not allowed within 15 feet of the exterior of the building. Smoking inside home or garage will result in paint damages being deducted from security deposit. Cigarette butts should be disposed of properly and not left on the ground. Failure to properly dispose may result in fines and or charges for clean-up.
- r) **Holiday Lights & Decorations:** Attach holiday or other decorations directly to the unit, interior or exterior, using nails, staples or any other hardware that pierces the surface on any part of the unit. All holiday related decorations must be removed within two (2) weeks of the holiday. If not removed by TENANT we will remove, resulting in a charge back to TENANT.
- s) **Animals:** Keep animals of any kind in the premises without prior written consent of the OWNER and the posting of the required applicable pet deposit and fees. Pets, if permitted, shall not be left unattended in property, on patios, balconies or in yard. TENANT must pay any damages done by pets. Pets shall not be allowed to disturb other Tenants. If, in the opinion of OWNER, any pet becomes a nuisance, TENANT agrees to remove pet from premises, or upon written notice, TENANT agrees to vacate. TENANT's guests are not permitted to bring pets onto premises. Pet sitting for other individuals is not permitted without proper non-refundable pet deposit and pet rent.
- t) **Antennas:** Install no radio, television or similar device which requires a defacing, drilling or alteration in any manner of the leased premises without the OWNER's consent in writing. No radio, television aerial or sending or receiving device shall be erected on the roof or exterior walls of the dwelling or the building of which it forms a part, or the ground, without the written consent of OWNERS. Citizen band or amateur radios which interfere with radio or television reception of other TENANT or neighbors are prohibited.
- u) **Landscape:** Permit occupants or guests to cut flowers, shrubs, or pick or cut branches from any trees on the grounds or planted areas of the property owned by the OWNER beyond normal pruning. No vegetable plots or flower gardens shall be planted or cultivated on the OWNER's property. Do not permit occupants or guests to climb or play in trees or shrubs. No playing on walls or fences. No throwing of rocks.
- v) **Vehicles and Parking:** Permit recreational riding of motor vehicles on the walks, lawns or parking areas. Vehicles belonging to TENANT must be parked in the parking areas provided. Parking lot entrances and cross walks must not be obstructed. Parking of trucks, boats trailers, recreational or commercial vehicles, and storage of vehicles not in running order, not licensed or not regularly used is prohibited as well as any washing, repair or servicing of any vehicles. TENANT shall not store or permit to be stored inside the premises motorcycles, barbecue grills, or any other items that could cause stains or damage to the property by use or misuse.
- w) **Window Screens:** Remove window screens except for cleaning and replace same immediately.
- x) **Window Air Conditioners:** Install air-conditioning, ventilating equipment, or other similar device without the prior written consent of OWNER.
- y) **Painting & Wall Stickers:** Do any painting. Painting and wall stickers are prohibited. Any painting done or any wall stickers installed on interior or exterior shall be cause for forfeiture of all of part of the security deposit mentioned in the Lease. TENANT shall be liable to pay OWNER for any damages as a result of the painting to the extent any such damages exceed the amount of the deposit.
- z) **TV, Internet & Satellite:** Connect TENANT's telephone, television, cable or satellite at the terminal provided in the premises. Any other installation must be approved in writing by OWNER.
- aa) **Water Hoses:** Leave water hoses connected to outside faucets in below freezing weather. Broken pipes and/or spigots resulting from hoses not being disconnected will be charged to TENANT.

***In the event that TENANT fails to comply with any of the above rules and regulations and damage occurs to OWNER's property, TENANT will be charged for all repairs to applicable item(s) with a trip charge of \$75.00 then \$50.00 per hour plus 20% administration fee.***

## LEASE CONTACTS & INFORMATION

### **Mailing Address:**

Prieb Property Management  
PO Box 4167  
Olathe, KS 66063

### **Leasing Agents:**

For questions regarding your lease agreement  
[Leasing@priebpropmgmt.com](mailto:Leasing@priebpropmgmt.com)  
[913-210-9595](tel:913-210-9595)

### **Accounting Department:**

For questions or concerns regarding your rent payment:  
Email: [Payments@priebpropmgmt.com](mailto:Payments@priebpropmgmt.com)

### **Service Department:**

ALL maintenance requests (emergency or non-emergency) are required to be submitted via the Rent Café online resident portal.

**Service Dept. Hours: Monday – Friday 8:00am – 4:30pm except Holidays.**

***Please allow at least 48 business hrs for a representative to contact you regarding all regular service requests.  
Please note: Service requests are handled on a priority basis and will be scheduled accordingly.***

## MAINTENANCE EMERGENCIES

**Please see the below list of maintenance emergencies for you to reference, should you experience one of these issues outside of normal office hours.**

- **Fire**
- **Flood (any water issue that could cause significant property damage)**
- **No hot water**
- **No cold water**
- **Overflowing toilet**
- **Electrical or gas failure of any nature**  
If you smell natural gas. Contact the local fire department immediately.

### **HVAC Calls:**

- **“No Heat” is considered an emergency if the outside temperature is 55 degrees or lower**
- **“No A/C” is considered an emergency if the outside temperature is above 80 degrees or higher**

If A/C is not working, check the exterior unit. If it is covered with ice, turn the a/c off and switch fan to on to allow the unit to thaw and leave off until a technician arrives. Service CANNOT be performed until unit has thawed.

Due to safety concerns for our technicians, calls for “No A/C” will not be addressed after dark (regardless of the outside temperature). In addition, A/C calls cannot be performed when it is raining outside or outside temperature is below 70 degrees.

Please note that this policy is strictly enforced to ensure the safety of our technicians. Someone will respond to Heat and A/C calls but may have to discuss an alternative solution until the next business day.

If you experience one of the above reference emergencies after hours, please submit a maintenance request via Rent Café and follow the instructions given so that your emergency item can be addressed. When emailing about service, please include property address, phone number, name, work order number and description of problem.



**APPLIANCE ADDENDUM**

Address: 202 N Ferrel St, Olathe, KS 66061

TENANT acknowledges that his/her home is equipped with the following appliances for TENANT's private use and convenience.

The appliance as described below will remain the property of Prieb Property Management

	<u>Present</u>	<u>Not Applicable</u>
<u>Refrigerator:</u>	[ ]	[X]
<u>Stove / Oven:</u>	[X]	[ ]
<u>Dishwasher:</u>	[X]	[ ]
<u>Microwave:</u>	[ ]	[X]
<u>Washer/Dryer:</u>	[ ]	[X]
<u>Garage Door Opener:</u>	[ ]	[X]

Property Address: \_\_\_\_\_

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\_\_\_\_\_

**CARPET ADDENDUM**

Address: 202 N Ferrel St, Olathe, KS 66061

This addendum to our lease is to explain to you the importance of maintaining your carpet.

- 1. VACUUMING CARPET REQUIRED: The carpet we purchase and install in your unit is designed to last 5-7 years. TENANT shall vacuum the carpet in the apartment or otherwise arrange to have the carpet vacuumed on a regular basis. Merely sweeping the carpet is not sufficient. Dirt particles get caught in your carpet and can cut the fibers if not vacuumed regularly. Stains must be treated immediately to prevent permanent staining. Please take special care of our carpet to avoid any replacement costs in the future to you.
- 2. TENANT IS RESPONSIBLE FOR DAMAGE: Ground in dirt resulting from TENANT's violation of the foregoing shall be considered damage beyond ordinary wear and tear, and TENANT shall be responsible for such damage which may include replacement of the carpet throughout the entire home. Carpet manufacturers recommend steam cleaning of carpet at least every 12 months.
- 3. MOVE-OUT CARPET CLEANING: Carpet must be professionally cleaned by TENANT when TENANT moves out. If a professional carpet cleaning receipt is not received when keys are returned then a minimum of \$125 will be charged for Carpet Cleaning. This does not include spot/stain removal, pet decontamination, etc. Applicable charges will be withheld from security deposit.

**\*\*Please note:** If professional carpet cleaning provided by tenant is not adequate, OWNER reserves the right to have the services performed again to remove stains, pet smells, etc. and charge such service to TENANT.

I have read and fully understand the care of our carpet and that we will be responsible for any replacement costs if we are negligent in the care of the carpet.

Condition of carpet at time of move in is  New  Used

Describe any stains, tears, or burn marks that exist at the time of move in on your move in conditions form.

Property Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

## CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and TENANT agree as follows:

1. TENANT, any member of TENANT's household or a guest or other person under TENANT's control shall not engage in criminal activity, including drug related criminal activity, on or near the said premises. "*Drug-related criminal activity*" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. TENANT, any member of TENANT's household or a guest or other person under TENANTs control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. TENANT or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. TENANT, any member of TENANT's household, or a guest, or another person under TENANT's control shall not engage in unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code 11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.
5. TENANT, any member of TENANT's household, or a guest or another person under TENANT's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code 647(b); criminal street gang activity, as defined in Penal Code 186.20 et seq.; assault and battery, as prohibited in Penal Code 240; burglary, as prohibited in Penal Code 459; the unlawful use and discharge of firearms, as prohibited in Penal Code 245; sexual offenses, as prohibited in Penal Code 269 and 288, or any breach of the lease agreement that otherwise jeopardized the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be a good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.
7. In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and TENANT.

Property Address: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## GARAGE ADDENDUM

1. Garage is to be used solely for personal storage and under no circumstances shall any business activity be conducted from, in or around the Garage. No one may sleep, cook, BBQ or live in the garage.
2. No dangerous items. Items that pose an environmental hazard or a risk in the safety or health of other residents, occupants or neighbors in our sole judgement or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a dosed briquette lighter fluid container), fireworks, rags, piles of paper or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
3. No alterations, additions, or lock changes are allowed without Owner prior written consent, including addition of a garage door opener if not provided.
4. Tenant accepts garage in an "as is" condition.
5. Tenant is fully responsible for any damages caused to the Garage.
6. In case of an eviction, set-aside, abandonment, or surrender of the leased premises, Owner may dispose of any abandoned property Tenant has failed to remove.
7. Owner does not provide snow shoveling or ice removal to garage.
8. Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Garage, for any reason. Tenants agree to hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Garage.
9. Owner does not provide and has no duty to provide security services for tenant's protection or their property in the Garage. Always remember to lock any door of a garage and any door between the garage and dwelling.
10. No smoke, fire, or carbon monoxide detectors will be furnished by owner in the garage.

Property Address: \_\_\_\_\_

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_____	_____
_____	_____
_____	_____

# GARAGE DOOR OPENER ADDENDUM

OWNER has installed a Garage Door Opener with two Remotes in the rental property stated below:

[ ] YES    [X] NO

1. No alterations, additions, or remote/code changes are allowed without Owner prior written consent, including addition of an exterior keypad if not provided.
2. Tenant is fully responsible for any damages caused to the Garage Door Opener & Remotes.
3. Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Garage, for any reason. Tenants agree to hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Garage Door Opener.
4. Owner does not provide and has no duty to provide security services for tenants' protection or their property in the Garage if Garage Door Opener would fail.
5. Tenant is responsible for maintenance of any garage door opener remotes, including battery replacement.
6. In the event the garage door opener is stolen or damaged a fee of \$500.00, will be collected prior to a replacement opener being ordered.
7. In the event the garage door opener is missing or damaged upon move out, there will be a \$500.00 deduction from the security deposit, to replace.
8. In the event the garage door opener *remote* is lost, stolen or damaged a fee of \$150.00, per remote will be collected prior to a replacement remote being ordered.
9. In the event the garage door remote is not returned or returned damaged upon move out, there will be a \$150.00 deduction from the security deposit, per remote to replace.
10. Owner will be responsible for repairs and service to the garage door opener that is not related to tenant misuse, damage or negligence
11. Tenant will be responsible for repairs and service to the garage door opener if needed service or repair results from tenant misuse, damage or negligence.

Property Address: \_\_\_\_\_

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\_\_\_\_\_

## Lawn Care, Landscape and Snow Removal Addendum

The lawn care, landscape and snow removal are the responsibility of TENANT unless otherwise specified Below, Landscape and Snow Removal addendum. Lawn is to be mowed and maintained regularly not to exceed 4 inches in height at any time. All shrubs are to be trimmed and maintained as needed. Any fines issued by the city or homes association for lack of lawn maintenance or non-removal of snow will be passed along to TENANT.

Address: 202 N Ferrel St, Olathe, KS 66061

- Lawn care is provided by the Owner and included in the monthly rent.
- Lawn care is provided by the Homes Association and included in the monthly rent.
- Lawn care is the responsibility of the tenant as addressed in the Lawn Care, Landscape and Snow Removal clause of the lease.
- Snow Removal is provided by the Homes Association and included in the monthly rent.
- Snow Removal is the responsibility of the tenant as addressed in the Lawn Care, Landscape and Snow Removal clause of the lease.
- Snow Removal is provided by the Owner on the private community streets. TENANT is responsible for snow removal on the stoop, sidewalk and driveway.
- Snow Removal is provided by the Owner on a designated common area specified below and included in the monthly rent.

Common Area:

Property Address: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## MOLD/MILDEW ADDENDUM

**\*\*Please note:** It is our goal to maintain a quality living environment for our residents, To help achieve this goal, it is important to work together to minimize any mold/mildew growth in your dwelling.

In order to minimize mold/mildew growth in your dwelling, Tenant hereby acknowledges that and agrees to:

1. It is necessary for TENANT to provide appropriate climate control, keep the home clean, and take other measure to retard and prevent mold and mildew from accumulating in the home.
2. Clean (particularly the kitchen, bathrooms, carpets and floors) via regular mopping, vacuuming, and using a household cleaner to clean hard surfaces; to promptly remove visible moisture or condensations on floors, walls, windows, ceilings and other surfaces as soon as reasonably possible. It is important to remove household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
3. Not block or cover any of the heating, ventilation or air-conditioning ducts in the home.
4. Immediately report in writing to the management office; (i) any evidence of a water leak, water damage, any area of visible mold growth or excessing moisture in the home, as well as in any storage room, garage or other common area; (ii) any evidence of mild or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the home; and (iv) any inoperable doors or windows.
5. Be responsible for damages to the home and TENANT's property as well as personal injury to TENANT and Occupants resulting from TENANT's failure to comply with the terms of this Addendum.
6. Immediately notify us in writing about any air conditioning or heating system problems you discover. Regularly replace air filters. It is also recommended to periodically open windows on days when the outdoor weather is dry to release humidity from home.
7. Use exhaust fans when showering. Be sure to keep the shower curtain inside the tub or shower door closed. Leave bathroom door open until all moisture on mirrors has dissipated. Hang up towels and bath mats so they will completely dry out. Do not let the tub or sink spill over on to the floor.

Complying with this addendum will help prevent mold/mildew growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold/mildew growth

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in the Addendum that is capitalized and defined in the Lease shall have the same meaning for purpose of this Addendum as it has for purpose of the Lease.

Property Address: \_\_\_\_\_

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\_\_\_\_\_

# PET ADDENDUM

1. TENANT must obtain OWNER approval of the pet before the pet is allowed.
2. TENANTs with any unauthorized pet will be assessed a \$150.00 administrative charge, \$150.00 non-refundable pet fee, \$150.00 pet deposit and retro-active pet rent charged from your lease commencement date.
3. Only mature dogs and neutered/de-clawed cats will be allowed. No pet offspring (under 1 year old) will be allowed.
4. TENANT will be held responsible for and will pay for all damages, inconveniences, and/or destruction caused by their pet to the leased premises, appurtenances, or other property of the TENANT, building and surrounding areas. This responsibility and liability of TENANT will include the repair of damaged items to their former condition and/or replacement where necessary, in the sole opinion of the OWNER.
5. Only 2 pets per unit.
6. Dogs and cats must be on a leash or under close control. They shall not be allowed to roam at will or be tethered outside.
7. Tenants are responsible for cleaning up after their pet. Fines and other charges may be assessed for non-removal of pet waste.
8. Pets are not allowed in any pool area other than support animal.
9. TENANT agrees to put pet out for board or otherwise remove pet from the leased premises for the balance of the lease term if the pet is, or becomes a nuisance or annoyance, interferes with the rights or peaceful enjoyment of other TENANTs, or because of any noises or smells emanating from the pet, or home.
10. The pet shall be properly vaccinated and licensed. Written proof of the above will be required for the duration of the pet's occupancy of the TENANT's premises. Treatment of the leased premises for fleas, ticks, and/or pests, will be at TENANT's expense.
11. In consideration for the privilege of keeping the pet, the TENANT hereby pays a pet deposit in the amount of \$150.00 (refundable) and an additional pet fee in the amount of \$150.00. The pet fee is non-refundable.
12. Monthly pet rent is charged for each pet. Amount of pet rent is based upon full grown weight of the animal.
13. A default by TENANT of any of the terms or conditions provided for in the Pet Addendum shall be deemed a default under the Lease and shall entitle OWNER to exercise any and all legal and contractual remedies available.
14. Pet must be fed and watered inside the dwelling. Do not leave pet food or water outside the dwelling at any time.
15. In some circumstances, we may contact the local authorities and have the animal removed with one day's notice left in a conspicuous place. We can do this if, in our sole judgement, you have: abandoned the animal, failed to care for a sick animal, left the animal in the dwelling for extended period with no food or water.
16. TENANT agrees that pet decontamination treatment must be included in their carpet cleaning at time of move out. Failure to do so will result in carpets being cleaned again with treatment at TENANT expense.

## Authorized Pet Allowed:

### Pet #1:

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_  
License #: \_\_\_\_\_ Vaccinations Current:  YES  NO

### Pet #2:

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_  
License #: \_\_\_\_\_ Vaccinations Current:  YES  NO

Property Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PEST CONTROL ADDENDUM**

Tenant acknowledges that OWNER does not provide Pest Control services.

Tenant is responsible for the following:

1. Maintain housekeeping practices that do not support pest infestation.
2. Not keep papers, magazines, and other combustible materials in their units in an amount that provides a habitat for insects and other pests.
3. Not bring used furniture into the unit that has been found to be infested.
4. Notify the service department immediately if suspected bed bug, cockroach, termite, such insect that could cause complication for neighboring units.
5. Follow all preparation instructions in the event that Owner schedules pest service.

Tenant will be liable to Owner for any and all damages to the unit and/or other unit(s) caused by failure to remedy pest infestations.

Property Address:

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## RENTERS INSURANCE ADDENDUM

OWNERS insurance does not cover TENANTS personal contents or liability. TENANT understands and agrees that it shall be TENANTS own obligation to insure TENANTS property and persons for whom TENANT is or may be responsible. TENANT agrees to indemnify and save harmless and defend OWNER and/or OWNERS agent from any claim for damages of any kind whatsoever by reason of any act or omission on the part of OWNER, its agents and employees, whether or not resulting from the negligence of OWNER, its agents or employees. OWNER shall not be liable to TENANT or any other person for injury from any cause whatsoever, or for any damage to any property on said premises. All personal property placed anywhere on the premises by TENANT shall be at the sole risk of TENANT. OWNER shall not, in any event, be liable to TENANT for property of any kind, which may be lost or stolen, damaged, or destroyed by fire, water, steam, defective refrigeration or otherwise while on the leased premises or in any storage place on the real estate. RENTERS INSURANCE MUST BE OBTAINED BY TENANT

Owner is not responsible for damages to the property caused by resident or any under residents control and/or invitees, whether caused accidentally, willfully or through negligence.

- TENANT chooses not to carry renter's insurance and chooses to take responsibility for potential consequences and personal liabilities and will not hold the OWNER, management, or employees liable for any property above listed property damage.
  
- TENANT currently carries renter's insurance.

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
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**TELECOMMUNICATIONS ADDENDUM**  
**\*\*PRIOR APPROVAL MUST BE OBTAINED\*\***

This Exhibit establishes the policies, rules and regulations governing the installation, ownership and use of any Over the Air Reception Device (OTARD) to be permitted or allowed at the leased premises and applies to all Tenants. This addendum is attached and hereto made a part of the Lease Agreement which commenced on: 11/11/2019 and expires on: 10/31/2020

The Tenant's signing below agrees to the following regarding satellite dish or antenna installation:

1. No Digital Broadcast System (DBS), satellite dish or other antenna may be installed on any exterior part of the unit. No system or device of any kind may be installed on any parking area, fence, common area, area other residents are allowed to use, outside wall, outside windowsill, roof, balcony or stairway.
2. The OTARD should be installed by a professional, insured and licensed installer. The "hook up" to the inside receiving device can be either a flat cable under the door or window, or by means of a device that allows a signal to pass through glass. Splicing into any existing wires or cables is prohibited. TENANT shall provide a copy of this addendum to any company installing the satellite dish prior to installation and TENANT shall be liable for any improper installation of the satellite dish.
3. No physical modification to the premises is permitted. This includes drilling of any holes or precarious placement. Dish must be placed on a pole or device and not extend that extends the antenna or dish beyond the balcony, terrace, patio enclosure, or area boundaries. Installation of dish should not cause more than ordinary wear and tear to the dwelling. All cables running to pole must be buried and ground returned to its original state.
4. The size of the dish cannot exceed one (1) meter in diameter and the color is to be earth tone, gray or natural in appearance as not to detract from building aesthetics.
5. The person(s) signing below agree and understand all liability, safety and possible damage, both personal and physical, caused by the ownership and installation of an OTARD is their responsibility and potential burden, should any claim arise. As enforced of this responsibility, the resident(s) are required to maintain renter's liability insurance indemnifying Owner and hold harmless of any legal responsibility as a result of the resident(s) antenna or satellite dish installation, ownership and use. Therefore, that coverage is to be kept in force for the duration of occupancy or possession of the OTARD and a copy of that policy is to accompany the signing of this addendum, which is attached hereto.
6. Removal and Damages: TENANT must remove the satellite dish or antenna and all related equipment when TENANT moves out of the premises. TENANT is responsible for any damages caused by the installation of satellite dish, antenna or related equipment and agrees to restore the leased premises to its condition prior to said installation. Failure to remove satellite will result in a removal and restoration fee being assessed from TENANTS security deposit.
7. Maintenance: TENANT will have the sole responsibility for maintaining the satellite dish, antenna and all related equipment.

The parties hereunto have read, accept and agree to all the policies, rules and regulations regarding installation, ownership and use of an OTARD antenna or satellite dish at the above captioned address by signatures below.

Property Address: 202 N Ferrel St, Olathe, KS 66061

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