

LEASE

v12/06/24

- 1 **PARTIES - THIS AGREEMENT:** Tenant's lease is being executed (signed) on _____. Tenant and Tenant's household will be called "Tenant" in the rest of the lease. The company owning the apartment complex Tenant are renting from has contracted with LAMCO for property management. Owner and LAMCO will both be called "Landlord" in the rest of this lease. The lease applies to all persons in the household.
- 2 **PREMISES:** Landlord rents to Tenant the apartment located at: _____
The apartment is for living in, not as a business. Owner of the premises is _____
- 3 **LEASE TERM:** One year lease begins on _____. With days prorated from _____.
- 4 **RENT:**
- 4.1 Rent is what Tenant owe for occupying the apartment. Monthly rent is due and payable on or before the 1st day of the month in the amount of _____.
 - 4.2 A \$50 late fee is charged as additional rent when current or past due rent is paid after the 10th day of a month.
 - 4.3 Returned Checks: Returned checks get a late fee & returned check fee of \$25. Within 24 hours of Landlord notice that the check was returned, Tenant must replace it with cashier's check or certified check.
 - 4.4 Payment Application: All payments are applied first to non-rent charges, then to rent regardless of what the memo on the check says.
- 5 **LEASE RENEWAL:** After the first term is up, the lease automatically renews for an equal term unless either Tenant or Landlord gives proper notice before the term is up.
- 6 **SECURITY DEPOSIT:** - Tenant pays us a security deposit in the amount of _____. When Tenant moves out, an inspection will be done to determine what damages, if any, Tenant is responsible for. The cost of those damages will be withheld from Tenant's security deposit, as well as past due rent and charges. Nicotine/smoke damage is not considered normal wear and tear. After Landlord has figured out how much is to be withheld from the security deposit, Landlord will send a statement to Tenant's last known address. If Tenant has some of the security deposit left over after all the charges, Landlord will send Tenant a check. If the charges add up to more than Tenant's security deposit, that amount is due immediately. Tenant can't use Tenant's deposit as Tenant's last month's rent on purpose.

Tenant _____ Co-Tenant _____ Mgr _____

7 **UTILITIES** - Landlord pays water, sewer & trash; Tenant pay electric; there is no gas. Tenant pays for all other utility type services (phone, cable, internet, etc.). Any amounts Landlord gets billed for that are Tenant's responsibility will be added to Tenant's account as rent.

8 **OCCUPANTS** - Tenant will live in the apartment and use it for a home. Only those people listed on this lease or its addendum(s) can live in the apartment. No subletting. If someone wants to move, Tenant has to let Landlord know and have the new person fill out an application and be approved before moving in. If someone moves out of the apartment, Tenant must notify Landlord. Persons not listed on the lease may not stay in the apartment more than 14 days in 45 days (2-3 times a week). The only residents of the apartment at the time of signing the lease are:

9 **ABANDONED PROPERTY** - Landlord can remove Tenant's property from the apartment when Tenant is no longer authorized to live there. If Tenant moves out by eviction, any of Tenant's stuff that is still in the apartment is looked at as if abandoned and can be disposed of as Kansas law says. If Tenant removes a substantial portion(most) of Tenant's property AND Tenant is more than 10 days late with the rent, the apartment is considered abandoned. If Tenant is going to be gone for a while, Tenant need to let us know.

10 **NOTICE** - Any notice needs to be in writing and either delivered personally or through the United States Mail Service. No postage due notices. Notices to Tenant will be posted at Tenant's apartment, mailed to Tenant's mailbox, or placed inside Tenant's apartment by management. Tenant's notices to Landlord need to be delivered to LAMCO at either 111 E Marlin, McPherson, KS or by mail to LAMCO, P O Box 13, McPherson, KS 67460. LAMCO's phone number is 620-241-2315; Emergency maintenance phone number is 620-755-7085 (site mgr cell phone).

11 **SERVICE OF PROCESS** - LAMCO is the authorized agent and manager of the apartments, and can be reached at 111 E. Marlin, PO Box 13, McPherson, KS 67460. LAMCO can accept service of documents including notices from tenants.

12 **INVENTORY AND INSPECTION** - Within 5 days of Tenant's move-in, a move-in inspection will be done with Tenant. The written form will be signed by both Tenant and LAMCO. When Tenant moves-out, the same inspection will be done. Tenant are to leave the apartment in at least as good of shape as it was when Tenant moved in. The move-out inspection is to be done during regular office hours on the day Tenant return possession of the apartment to LAMCO.

Tenant _____ Co-Tenant _____ Mgr _____

13 **KEYS** - One door key and one laundry room key (if in McPherson) are provided to Tenant. Keys are the personal property of the Landlord and if they aren't returned, the lock will be changed and the cost will be added to Tenant's account. Tenant will pay the specified lock out fee if Landlord has to go to Tenant's apartment and let Tenant in during office hours. When Tenant moves-out, Tenant is to bring the keys to LAMCO or give them to LAMCO during the move-out inspection. Don't leave them in the apartment. Tenant is considered to have possession of the apartment until keys are returned or until Landlord change locks, and will be charged rent, and holdover when applicable, until LAMCO has possession of the apartment back.

14 **CONDITION OF PREMISES** - Tenant accept the apartment in the condition listed on the move-in inspection sheet and confirm that everything is in acceptable condition. Tenant will take care of the apartment and follow all building & housing codes that affect health and safety. Tenant can't make any changes to the property including more phone or cable outlets or lock changes without LAMCO written permission before the work is done. Tenant won't remove fixtures or appliances (change out fridge or stove, change faucets or light fixtures, etc.) for any reason. Smoking is not considered normal wear & tear. Any damages resulting from smoking will be charged to Tenant.

15 **TENANT WARRANTS** - Tenant will keep the apartment in clean & habitable condition at all times and let LAMCO know when repairs are needed. Tenant are responsible for damages and repairs for things caused by Tenant, Tenant's household or Tenant's household's guests. Tenant won't keep anything in the apartment that will affect the validity of our insurance policies or violate any building, zoning or health codes. **Tenant, Tenant's household and Tenant's household's guests will not be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, or conveniences of other persons in or near the apartment or grounds.**

16 **POSSESSION BY TENANT** - Landlord intend to give Tenant possession of the apartment on the date in paragraph 1. If Tenant can't have possession on that date because the apartment isn't ready, Tenant's rent shall be pro-rated until Landlord can get Tenant into the apartment. If Landlord can't get Tenant in soon enough because the apartment isn't ready, Tenant can give us 5 days notice that Tenant won't be moving in and will get whatever security deposit Tenant has paid back. LAMCO won't be responsible for damages/costs resulting from not getting Tenant in on time beyond the amount of security deposit Tenant has already paid.

17 **LIABILITY** - Tenant are responsible for any damage to the apartment and grounds caused by Tenant's, Tenant's household members, guests and animals (guest's or Tenant's). This includes service calls for appliances, plumbing pipes, fixtures, garbage disposal, etc., when it is caused by Tenant, Tenant's household members, guests or animals. Landlord will fix things and bill Tenant. Tenant agree to follow all city ordinances, state statutes, and insurance company requirements. If any damage caused is determined to be willful or malicious, the lease may be terminated by management.

Tenant _____ Co-Tenant _____ Mgr _____

18 **INSURANCE** - Our insurance doesn't cover Tenant's belongings. Tenant are responsible for getting Tenant's own insurance (Renters Insurance) to cover Tenant's things.

19 **LANDLORD WARRANTS** - Except where prevented by an act of God, failure of public utility services or other condition beyond our control, Landlord agree to follow building and housing codes affecting health and safety; to use reasonable care in maintaining common areas (laundry rooms, lawns, sidewalks, etc.); maintain all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and appliances; provide trash bin; and supply running water and a reasonable amount of hot water.

20 **REPAIRS AND MALFUNCTIONS** - Tenant will promptly report anything that needs to be fixed, including anything in the apartment, laundry room or on the grounds. Landlord has the right to temporarily turn off utilities to fix them. In case of utilities not working or damage by fire, water or similar cause, Tenant will notify us immediately. Failure to notify Landlord promptly may result in Tenant being charged for the portion of the repair that was caused by delayed reporting. Landlord will fix things as soon as Landlord can and the lease will continue and rent will still be due during such periods. If fire or catastrophic damages are major, Tenant or Landlord can terminate the lease with a 5 day notice. If the lease is terminated, rent will be pro-rated and any overpayment dealt with in the security deposit disposition statement.

21 **ENTRY BY LANDLORD** - LAMCO and vendors authorized by LAMCO may enter the apartment during reasonable hours to inspect the premises, make repairs, extermination services, or show the apartment to prospective tenants with at least 24 hours advance notice. LAMCO and vendors authorized by LAMCO may enter the apartment without notice if there is a hazard involving possible loss of life or property. When Tenant give us Tenant's move-out notice, Landlord can show the apartment to prospective tenants during reasonable hours without advance notice to Tenant.

22 **NOTIFICATION OF TENANT'S ABSENCE** - Tenant are required to notify us in writing any time Tenant plan to be gone for more than 1 week before Tenant leave.

23 **PARKING/MOTOR VEHICLES** - Park in the lots according to the striping. Do not park where there are diagonal yellow striped. If Tenant park in a marked handicapped slot, Tenant must either have a handicap tag on Tenant's car or display a current handicap placard. All vehicles must have current tags and insurance. No boats, campers, trailers, inoperable vehicles, etc. are allowed. Tenant can't repair, service or wash vehicles in the parking lot. Landlord reserves the right to re-direct the parking spaces in the future.

24 **COMMUNITY POLICIES** - Tenant, Tenant's household and guests must follow the community policies (rules & regulations) as set forth by the Landlord which may be revised from time to time. A copy of these are provided with this lease (LAMCO has a Tenant Handbook, which contains the policies, rules & regulations among other things, available at www.mylamco.com).

Tenant _____ Co-Tenant _____ Mgr _____

25 **PETS** - No pets at the apartments **without permission**, even if they are “just visiting.” If Tenant wants a pet, Tenant must notify LAMCO first. Certain types of non-cage-residing pets will require an additional pet deposit not more than one-half of required security deposit required for apartment. Additional monthly fees may be applicable.

26 **MOVE-OUT PROCEDURES** - Before moving out, all rent and other charges must be paid through the end of the lease or renewal period. Tenant agree not to stay longer than Tenant’s scheduled move-out date. The apartment must be ready for a new tenant to move-in. If it isn’t, then reasonable charges shall be deducted from Tenant’s security deposit. Tenant will make an appointment with LAMCO during regular business hours for a move-out inspection and to return possession of the apartment.

27 **TERMINATION** - If Tenant don’t pay the rent when it is due, Tenant may receive a written 3 day notice specifying how much is due and when Tenant must have it paid or move out of the apartment. If Tenant doesn’t pay or move out, legal action may be started. Since the apartments are not subsidized by the federal government, LAMCO may issue a 30 day notice of lease termination/non-renewal with or without cause. If the lease is terminated, Tenant will immediately return possession of the apartment to LAMCO in a peaceful manner, remove Tenant’s belongings and leave the apartment in at least as good of a condition as it was when Tenant moved in. If Tenant doesn’t, legal action may be filed in court to evict Tenant.

28 **ABANDONMENT** - If Tenant abandons or surrenders possession, Landlord may remove and store all Tenant’s remaining belongings at Tenant’s expense and sell or otherwise dispose of it according to Kansas law.

29 **Handicapped Accessible Apartment:** If Tenant are in a handicapped accessible apartment and are not handicapped: Priority for handicapped units is given for those needing the features. Tenant can live in the apartment until LAMCO issues a notice that a priority applicant is on the waiting list. Then Tenant have to move to another vacant unit. When Tenant receive the notice to move, Tenant agreement move at Tenant’s own expense within 30 days to the vacant unit if one is available. Tenant understand that Tenant’s rent will change, when appropriate, to the rent for the size unit Tenant are moving to and this lease will be changed to reflect this.

30 **Illegal Controlled Substances:** The use, possession, manufacture, sale or distribution of an illegal controlled substance (as defined by local, State or federal law) while in or on any part of this apartment complex is an illegal act. Such action is a lease violation. Such violations (called “drug violation”) may be evidenced by admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, State, or federal law).

Tenant _____ Co-Tenant _____ Mgr _____

LAMCO may require any tenant or other adult member of the household, or other adult or non-adult person outside the tenant household who is using the apartment) who commits a drug violation to vacate the apartment permanently, **within time frames set by the landlord**, and not come back on the property without the landlord's permission as a condition for the rest of the household remaining in the apartment.

If a person is moving out as a result of drug violation(s) is one of the tenants, the tenant will be taken off the lease and have to move out, and the lease shall can continue if there is another adult in the household. The remaining household adult may become the official Tenant.

If any provision governing a drug violation is found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. These provisions do not replace any rights of tenants under the law.

31 **GENERAL** - No verbal agreements have been made. This lease is the entire agreement between Landlord and Tenant(s). LAMCO does not have the authority to change this lease except in writing. Landlord rely on Tenant's agreement to live up to Tenant's end of this lease in order to rent to Tenant. Any misinformation is cause to terminate the lease and right of occupancy. Notice from Landlord to one tenant in the household applies to all in the household. Unless this lease says differently, all sums owed by Tenant are due upon demand. Even if Landlord didn't make Tenant stick to the rules about payment before, Landlord can make Tenant stick to them later. This lease is binding if there is a new Landlord. Any section that is declared invalid in court won't invalidate the rest of the lease.

32 **COPIES** - The lease has been executed in duplicate. A copy of the move-in inspection will be furnished to Tenant with this lease.

33 **GOVERNING LAW** - The lease is made in Kansas and is considered to be in accordance with Kansas state law. The caption are for reference only and are not part of the lease. This lease is binding on Tenant, Tenant's heirs, personal representatives, successors & assigns. Same for Landlord.

34 **SPECIAL PROVISIONS** - If the addendums executed and/or attached to this lease, and any approved changes to them, apply to Tenant, they will count more than the other provisions of the lease. This includes at minimum Confirmation of Document Review and Statements of Understanding, Rules and Regulations and Schedule of Charges.

35 **ESCALATION CLAUSE** - LAMCO reserves the right to increase rent beginning January 1 of each year with a 30 day notice

Tenant acknowledges receipt of a copy of the Rules & Regulations for the apartment complex.

Tenant _____ Co-Tenant _____ Mgr _____

PAYMENT PLAN FOR SECURITY DEPOSIT

Due on _____

Rent through	\$
½ Security Deposit	\$
Total Due	\$

Due on _____

Rent through	\$
Remaining Security Deposit	\$
Total Due	\$

Due on _____

Rent through	\$
Pet Deposit (if applicable)	\$
Total Due	\$

Due Monthly on 1st Beginning

Rent	\$
Pet Rent (if applicable)	\$
Any additional charges incurred (BPU, maintenance not due to normal wear & tear, etc.)	

The tenant will be responsible for putting the electric account for _____, McPherson, KS, into his/her/their name as soon as possible, but not later than the end of the 1st month of tenancy. Until that time, he will be charged what _____ Apartments are charged by BPU for that unit.

Rent is due on the 1st and late after the 10th - Please refer to Late Rent and Non-Payment of Rent policy enclosed. **Please make all payments to** _____. Any rent or security deposit payment may be made prior to its due date if it is more convenient for The tenant.

I, _____, agree to this payment plan as outlined above and accept this apartment of my own free will.
Tenant

Tenant

Co-Tenant

Approved: _____
Date

Landlord Representative
Daniel Curtis II

SECURITY DEPOSIT OWNERSHIP
(For use in household with co-tenants)

The Site Manager receives Security Deposits equal to one month's basic rent for each unit. If the basic rent of the unit increases after a tenant's initial occupancy of that unit, the tenant will not be required to increase his/her security deposit.

If a tenant transfers to a different size unit after initial occupancy, the tenant will be required to increase his/her security deposit to the level corresponding to the new unit, after adjustments to the original security deposit are made for past due charges (rent, maintenance, etc.). If the tenant moves to a smaller unit, after adjustments to the original security deposit are made for past due rent and maintenance are made, the excess security deposit will be either refunded to the tenant or applied to the tenant's next charge (rent, maintenance, etc.) at the tenant's choice.

A Security Deposit Disposition statement will be prepared and mailed to the tenant's last known address no more than the last day of the month after the tenant's responsibility for their leased unit expires. The Security Deposit Disposition will state all charges and disbursements.

If the security deposit was paid by a third party such as SRS or a local church, whatever funds remain after all charges are deducted will be refunded to the original entity paying the security deposit. This policy does not apply to security deposits paid by family or friends of the tenant. Only governmental or charitable agencies are subject to this policy.

If a co-tenant or household member moves out of the unit, the security deposit will be credited to the remaining tenant/household members unless or until a new security deposit is placed on the unit.

We, the undersigned co-tenants, understand that the above statements reflect the security deposits policy of LAMCO and agree that in the event one of us vacates the leased premises (apartment) and the other one stays and assumes full responsibility for the lease, the entire security deposit held will be retained as security deposit on the apartment. If the co-tenant vacating the apartment wishes his/her half of the security deposit refunded, that person must get that amount from the remaining co-tenant or wait until the remaining tenant pays an amount to bring the security deposit up to the original balance without counting the vacating tenant's half paid. At that time, LAMCO will refund to the vacating tenant his/her half of the security deposit.

Reviewed and Accepted by:

Tenant

Co-Tenant

Date: _____

LAMCO by Daniel Curtis II

Complex: NMP FP NVP CV Apt #: _____

SMOKE ALARM
(executed in duplicate)

Complex: North Main Place - First Place - Northview Place - Country View Apt#: _____

I/we acknowledge that:

1. As of this date noted below, the smoke alarm in this apartment is in place and functional. It has been tested in the presence of all persons signing below.
2. It is the tenant's responsibility to:
 - a. Check daily if the unit is functional (light on-units at Country View do not have a light as they are battery operated only)
 - b. Clean/dust and test the unit on regular basis as needed, but not less than once a month. (To test smoke alarm, press the button to sound the alarm)
 - c. Report to LAMCO immediately if the smoke alarm is non-functional.
3. Tenant is not to unplug the smoke alarm or to remove the battery for any reason other than battery replacement.
4. If the smoke alarm is disconnected or tampered with by the tenant, their household members or guests, the tenant will be responsible for damages caused by fire.
5. Occupant personal possessions are not covered from loss or damage under landlord's insurance policy. It is recommended that "renter's insurance" is purchased for this purpose.

I/we verify under penalty of perjury that the foregoing is true and correct.

Tenant

LAMCO by Daniel Curtis II

Co-Tenant

Date

Unit Condition Report (Move-in/Move-out)

Complex:	Apt #:						
Date:							
Location	Condition	Repairs?	W/O#	Done?	Move Out Condition/Repairs	W/O#	Done?
Exterior							
Screens							
Porch							
Gutters/Drains							
Storage							
Living Room							
Walls							
Outlets							
Carpet							
Carpet bars							
HVAC							
HVAC filters							
Curtains/Blinds							
Ceiling							
Kitchen							
Floor							
counter tops							
cabinets							
hinges							
pulls							
Fridge							
handles							
seals							
bins/shelves							
Stove							
fan							
burners							
oven							
Walls							
Outlets							
Ceiling							
Pantry							
Floor							
Door							
Ceiling							
Hall							
Carpet							
Walls							
Doors							
Ceiling							

Bath							
Caulking							
Floor							
Carpet bars							
Fan							
Lights-vanity							
Curtain Rod							
Tub/Shower							
Drain							
Faucet							
Handle							
Toilet							
Sink							
Faucet							
Handle							
Medicine Cabinet							
Towel Racks							
Paper Holder							
Soap Holder							
Ceiling & Light							
Bdr 1							
Walls							
Carpet							
Closet Doors/Rods							
Window(s)/Screens							
HVAC/Filters							
Lights/Ceiling							
Outlets							
Curtains/Blinds							
Bdr 2							
Walls							
Carpet							
Closet Doors/Rods							
Window(s)/Screens							
HVAC/Filters							
Lights/Ceiling							
Outlets							
Curtains/Blinds							
Bdr 3							
Walls							
Carpet							
Closet Doors/Rods							
Window(s)/Screens							
HVAC/Filters							
Lights/Ceiling							
Outlets							
Curtains/Blinds							

Tenant Signature:
Tenant Signature:

Inspector:
Inspector:

Date:
Date:

CONFIRMATION OF DOCUMENT REVIEW AND STATEMENTS OF
UNDERSTANDING

I/we do understand that:

- 1 If I/we move before the initial term of my/our lease is up, I/we will be charged an Early Move Out fee as listed on the Schedule of Charges. This includes if my/our lease is terminated by the owner for non-payment of rent and/or charges or for material non-compliance.
- 2 Notice of Intent to Vacate is due on or before the 1st of the month in which I/we will be moving. I/we will still be responsible for the rent and all other regular obligations for the month we are moving. If my/our Notice of Intent to Vacate is received or postmarked after the 1st day of the month, I/we understand that it will not be effective until the 1st of the next month. In this case, I/we will be giving more than 30 days notice and will be responsible for rent and all other obligations until the end of the month when the Notice is effective.

I/we acknowledge that I/we were made aware of the LAMCO Tenant Handbook available at mylamco.com with a LAMCO representative at the time I/we executed the Rental Agreement.

The LAMCO Tenant Handbook contains:

- | | |
|--|-----------------------------|
| a. Basic Information | d. Rules & Regulations |
| b. Your Lease & Papers Signed Upon Move-In | e. Policies |
| c. Rent Payments, Payment Arrangements | f. Notices & What They Mean |
| | g. Terminating the Lease |
| | h. Moving Out Procedures |

I/we further state that I/we have signed the following documents and received a copy of such signed documents:

- | | |
|------------------------|---------------------------|
| a. Rental Agreement | e. Smoke Alarm Form |
| b. Rules & Regulations | f. Unit Inspection Report |
| d. Schedule of Charges | g. Key Receipt. |

I/we understand that if I/we have any questions, I/we may contact management to answer such questions. I/we give permission to review electrical averages to check the adequacy of the apartment utility allowances.

I/we verify under penalty of perjury that the foregoing is true and correct.

Tenant

LAMCO by Daniel Curtis II

Co-Tenant

Date Apt Complex & #

Rules & Regulations

Introduction: It is the philosophy of LAMCO Property Management (LAMCO) that you, our tenant, including members of your household and guests, deserve the quiet and peaceable possession of your apartment home in an attractive setting at reasonable cost. To implement this philosophy, LAMCO has established specific rules and regulations for all of our tenants, members of their apartment household and guests to follow. The LAMCO rules and regulations are part of the lease agreement among all tenants, to keep the apartments a good place to call home. By following these general rules, LAMCO can be of greater service to this apartment community and help you enjoy living at this apartment community. These rules and regulations are part of your lease agreement and the other documents you signed when you agreed to live here. LAMCO considers that the Rules and Regulations are also an agreement among all other tenants, members of a tenant's household, and their guests. When everyone follows the same rules we can all make our home more enjoyable.

- 1 **Compliance:** You and your household will observe all the rules we have. You will also make sure that your guests follow the rules.
 - 2 **Law:** All federal, state and local laws must be observed and followed. Activities that endanger the safety, morals and welfare of other persons are prohibited, as is disturbing the peace. If any member of your household is arrested for breaking a law, you are to immediately notify LAMCO of this arrest and what the charges are.
 - 3 **Peace and Quiet:** Please conduct your activities in and about the buildings in a manner that will not interfere with the rights, comforts or convenience of your neighbors. No musical instruments, radios, televisions, compact disc players, game systems or other noise producing equipment shall be operated in a manner that is disturbing or annoying to other people, nor will loud disturbing noises be tolerated. Residents are responsible at all times for the reasonable conduct of their co-tenants and guests. Loud, boisterous conduct anywhere on the property that will disturb the comfort of others is prohibited.
 - 4 **Illegal Drugs:** Use of narcotic drugs and other unlawful activities are prohibited on the premises and will be cause for immediate eviction action. We endorse the drug free efforts of the local police and sheriff's departments, seek their assistance whenever necessary and offer our unconditional support when asked.
 - 5 **Banned Persons:** You will not knowingly allow a person who has been banned from LAMCO properties to be present in your apartment. Banned persons on our properties are guilty of criminal trespass. To knowingly let one in your home is aiding a criminal act.
 - 6 **Sex Offenders:** Anyone who has been convicted of any criminal sexual offense and is required to register is PROHIBITED at your apartment either as a tenant or visitor. You will not knowingly allow such person on the property. Since it is posted on the grounds, such persons would be guilty of criminal trespass.
 - 7 **Resident Changes to Household:** Any time someone moves in or out of your apartment, you will immediately notify LAMCO in writing. This also includes someone going to jail. If that person later wants to rejoin the household, s/he must re-apply for tenancy as if s/he is a new household member. Prior residence does not automatically make someone eligible for tenancy. Eligibility and Admission Criteria are posted in the LAMCO office. To be added to your lease, the new person(s) must fill out an application and be approved by LAMCO.
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- 8 **Visitors:** When you have visitors for an extended period of time (more than 2 or 3 days in a row), you must notify management when they arrive and when they leave. This will help avoid misunderstandings and unwarranted rule violation notices. Any visitor staying past the limits outlined in your lease must apply for residency and be approved. To be added to your lease, the new person(s) must fill out an application and be approved by LAMCO. Failure to do so is a violation of your lease and your household may be evicted for non-compliance. You are responsible for your visitors' behavior, because you invited them, and you have the authority to un-invite them. Responsibility includes visitors' children and your children's visitors.
- 9 **Maintenance:** You won't interfere with the appliances or other permanent structures in the apartment. No yard maintenance or repair work by tenants or non-LAMCO approved persons is allowed.
- 10 **Solid Waste:** Trash containers have been provided for your use within designated areas near your building. We ask that you use care in making sure that garbage is placed inside the containers. All McPherson dumpsters have a sliding door in the side so it is easier to make sure the trash makes it INTO the dumpster. Please help keep these common areas clean. Never deposit lit cigarettes or cigars, flammable or toxic substances or hot ashes into the trash containers. All trash will be in plastic TIED bags, and placed IN the trash container in the parking lot. Any trash that is too big to fit in the trash container in the parking lot, you are responsible for making arrangements to have it hauled away.
- 11 **Outside Clutter-Safety and Appearance:**
- 11.1 When not in active use, tricycles, bicycles, chairs and miscellaneous toys of your children, as well as other personal articles, must not be left on the community grounds or sidewalks, or left in the driveways, parking lots, entrances, passages, or stairways.
- 11.2 Entrances, passages, and stairways must never be obstructed or used for storage. Items may be placed on the cement porch section of your entryway as long as they don't block the door or sidewalk leading to your apartment. This will keep the community free of hazards by leaving personal belongings out of the traffic way.
- 11.3 Motorcycles are not allowed to be kept inside of the apartment home either; this is a fire safety precaution and will avoid damage to the carpet from oil, grease or fuel leaks. This does not apply to motorized mobility assistive devices for the disabled (scooters, power wheelchairs, etc.) as long as they are being used in the manner prescribed for a disabled tenant.
- 11.4 We are sure that each resident will have enough pride in their apartment home to attend to the neatness of his/her patio, balcony or entrance porch. We ask that you do not hang towels, mops, swimsuits, etc., over your balcony or patio fence.
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- 12 **Laundry:** Laundry is to be done in the provided laundry areas or any off-site facility you choose (laundry-mat, friend's house, etc). Complete laundry facilities are available to you. Laundry rooms will be open daily for the convenience of the tenants. Since these are designed only for tenants' use, please lock the door each time you leave the laundry room. All tenants are provided a laundry room key. You should keep the machines clean for the future use by yourself and other residents. All spills should be wiped up to prevent staining or slipping. You should also clean the dryer lint screens after each use. Please do not throw the lint behind the machines; it is a fire hazard. The management reserves the right to prohibit the use of the laundry rooms to anyone failing to comply with normal precautions and regulations. No washers or clothes dryers are to be installed in any apartment where there is a laundry room in the complex. No outdoor clothes lines are or will be installed. Do not hang clothing or cleaning apparatus on the building or railings.
- 13 **Additional Appliances:** No additional major appliances, such as freezers, washers, dryers or portable dishwashers, will be permitted to be operated within the apartment. Tenants of Country View Apartments in Moundridge may have washers and/or dryers since there are hook-ups in each apartment and no laundry rooms on site.
- 14 **Walkways and Lawns:** Bicycles and motorized cycles are not allowed on the sidewalks or grass. This does not apply to motorized mobility assistive devices for the disabled (scooters, power wheelchairs, etc.) as long as they are being used in the manner prescribed for a disabled tenant. Rollerskates, roller blades, skateboards and scooters are not allowed on the grass, and should be used with caution on sidewalks.
- 15 **Water Use:** Use of the outside water spigots is strictly prohibited by tenants. No washing of vehicles in the parking lot. Hooking a water hose to any laundry room faucet is strictly prohibited.
- 16 **Pets:** Pets are allowed. All pets must be registered with management and a Pet Policy must be signed. We do recognize the difference between pets and service animals. All service animals must be approved by management prior to being admitted.
- 17 **Fire Hazards:** Don't create fire hazards like hoarding papers or boxes in your apartment, or storing gasoline or other flammable substances on the property.
- 35 **Outdoor Cooking Devices:** Any apartment with an outdoor cooking device MUST get renters insurance AND list LAMCO as an additional insured. Outdoor cooking devices may not be used or stored within 10 feet of any structure. Concrete pads and mounted loops have been provided to allow the use and storage of your outdoor cooking devices.
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- 18 **Vehicles:** The driveways and parking spaces are for WORKING VEHICLES ONLY. Inoperable vehicles, trailers, etc. may be towed at the vehicle owner's expense.
- 18.1 All vehicles must have current tags and insurance. Except for emergency towing and starting repairs, no repair or maintenance of vehicles will be performed in parking space(s) or elsewhere on or about the grounds. Non-operative vehicles shall not be permitted in the parking stalls at any time. Unregistered vehicles cannot be parked on the grounds at any time. Such vehicles will be towed away at the owner's expense. No recreational vehicles such as ATV's, minibikes, etc. may be ridden on the property.
- 18.2 Excessive oil loss or spillage from vehicles is damaging to the parking lot. It can also damage carpets, walks and floors when it is tracked out of the parking lot. Oil and grease on the pavement also constitutes a safety and environmental hazard, and must be removed immediately. Each resident assumes responsibility for keeping the area around their vehicle free from oil and grease, and any parts or pieces, that could endanger the safety of themselves or other residents, guests, or employees of the property.
- 18.3 Residents assume all responsibility for maintaining the area around and under their vehicle. Residents will be held responsible for cleaning up any fluids, motor fuel or oil which spills on the premises. Spills will be reported to the Site Manager who will verify the adequacy of the clean up. Tenants will be held liable for the cost of any clean up required to remove the spill in the same manner as damages to their unit or to the remaining common area of our community.
- 18.4 All vehicles should be locked at night. The management will not be responsible for loss or damage to any vehicle or its contents.
- 19 **Routine Inspections:** We will periodically inspect the apartments to check on the upkeep and maintenance. These inspections will be pre-announced. If you have an issue you want us to look at or maintenance to bring to our attention during the inspection, please put it in writing.
- 20 **Privacy:** Do not put your name on the door, passageway or mailbox. This is for your own protection.
- 21 **Tenant Damages:** Damages due to misuse or accident will be repaired by the landlord and charged to the tenant. Damages due to normal "wear and tear" will be paid by the landlord. Damage from use of tobacco products or smoke (for example candles, incense) are not considered "normal wear and tear." Damages caused by tacks, screws, nails, hooks, etc. in the woodwork or ceilings are tenant damages. Damages caused by those invited by tenant, including children, are tenant damages.
- 22 **Antennas:** No radio or television antennas or wires shall be erected on any part of the premises. Satellite dishes may not be affixed to any permanent structure including but not limited to roofs, storage sheds, walls or windows.
- 23 **Phone and Cable Connections:** Installation of telephone jacks other than those provided is not permitted without written permission from management. Installation of additional cable outlets is not permitted without written permission from management. It is recommended that if you have telephone service, you enroll in the "inside wiring" program from your telephone service provider.
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- 24 **Tenant Locks:** If you are locked out of your apartment, you can call a locksmith to open the door. Roger Beck is our approved locksmith. You will be responsible for payment of that cost unless it was due to faulty equipment. You could call LAMCO to unlock your door instead. Neither LAMCO nor any associated person or vendor is allowed to unlock the door unless a resident of the household is present. There is a “lock out” charge for this as stated in the Schedule of Charges.
- 24.1 If you lose your keys or request a lock change for any reason other than home invasion or faulty equipment, you will be responsible for that cost. A charge will be made for each additional key provided or if the locks must be changed.
- 24.2 Tenants may not alter any lock or install a new lock on any door on the premises without the written consent of the management. No additional locks will be put on the unit without the landlord’s express permission. Any new locks will need to be keyed to the management’s master key in case of emergency or accidental lockout. “Chain” locks are prohibited. If you wish extra security for while inside your apartment, LAMCO will install an additional deadbolt that is keyed to our master key but will not issue anyone else the key for it. This gives you the security of a “chain” but still allows emergency access if needed.
- 24.3 When you move out, you are responsible for return of all keys associated with the rented unit immediately in order to return possession of the rented unit to LAMCO. Failure to do so will result in a lock change and you will be responsible for that cost.
- 25 **Conduct and Safety:**
- 25.1 Parents or guardians are responsible for the conduct of their children. Because of the management's concern for their safety and your peace of mind, children under school age cannot be in public or recreation areas unless accompanied by parent or guardian. **Children must be supervised at all times.** Parents are responsible for the conduct of their children and guests, regardless of age.
- 25.2 Any person whose judgment is impaired or has not yet developed to a degree that they will not cause harm to persons or property **MUST BE** supervised by someone that does have the appropriate level of judgment. This includes not only children but adults. It is possible that the judgment level of an individual may vary from day to day or by circumstance (including being intoxicated).
- 25.3 No one is allowed to play in the parking lot.
- 25.4 Play in the area provided closest to your apartment. If you live in a two-bedroom apartment, your household and/or guests should not go to the one-bedroom apartment area to play.
- 25.5 Balls and other objects will not be thrown against the walls or towards the building.
- 25.6 BB guns are not allowed outside since it is illegal to shoot them in the city limits.
- 25.7 There are to be no “jumping ramps” used at any time.
- 25.8 Do not touch or interfere with any outdoor fixture including but not limited to rain gutters, downspouts, sprinkler heads, light poles and trees. This includes no climbing the trees.
- 25.9 Wading pools are strictly forbidden on the property.
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- 26 **Reporting Accidents:** All cases of accidents need to be reported to management as soon as reasonably possible.
- 27 **Vehicles on Sidewalks:** Do not drive on the sidewalks, fire lane or grass. A \$100 fine will be automatically assessed for damage done to the grounds and sprinkling system. This fine will be assessed against you for anyone associated with your household including but not limited to family and/or friends “helping” you move in or out of an apartment.
- 28 **Flowers:** You may plant flowers in front of your unit as long as they are in flower containers. Flower containers may not be permanently attached to the building.
- 29 **Renters Insurance:** Renters insurance is required for waterbeds, barbeque grills and any outside cooking devices, and fish tanks with more than a one gallon capacity. LAMCO must be notified when any of these items are present and proof of renters insurance must be on file for the household. The owner’s property insurance does not cover the tenant’s personal belongings either in the dwelling, outdoors, or in vehicles. You are responsible for obtaining your own insurance for your own property.
- 30 **Smoke Alarm:** You are responsible for cleaning and testing your smoke alarm
- 31 **Service Requests:** All service/maintenance requests must be in writing. Service request forms are available at the LAMCO office.
- 32 **Move out Notice:** All move-out notices must be received in the LAMCO office or postmarked by the **first business day of the month**. Move out notices received or postmarked after the first business day of the month will become effective on the first of the following month. See also Chapter 8 of the LAMCO Tenants Handbook available at mylamco.com.
- 33 **Air Conditioning:** You are responsible for cleaning your filters for PTAC units and replacing filters in a HVAC unit.
- 34 **Rent:** Rent is due on 1st of each month. If it is not paid in full by the 10th, a \$50 late fee will be charged.

I/we verify under penalty of perjury that we have read the above, understand these rules and regulations, and our household and guests will abide by them. I/we agree that if I/we transfer to another LAMCO managed property, these Rules & Regulations will apply and no new signature will be needed.

Date:

Tenant

Date:

Co-Tenant

Complex & Apt #: North Main Place ____ First Place ____ Northview Place ____ Country View ____

SCHEDULE OF CHARGES

Any charges, repairs, materials, supplies, labor or replacement of items caused by the tenant, their family, or guests' misuse, negligence, or willful damage will be billed to the tenant according to the schedule of charges below OR according to actual costs submitted by the contractor (s) or supplier (s). Repairs on damages will be scheduled by the management and paid for by the tenant.

REPLACEMENT: Tenants will be responsible for the actual cost of materials and labor for replacement of dwelling unit items, including, but not limited to, the following: doors, drawers, cabinets, shelves, screens, windows, light fixtures, plumbing fixtures, carpet, drapes and storm door. If damage has been caused by the tenant, family member (s) or guest (s), all repair and replacement charges will be charged to the tenant. The following is a brief list of the most common charges, to wit:

Maintenance by LAMCO vendor or personnel up to \$20.00/hour
Late rent payment fee (payment after 10 of month) \$50.00
Returned check \$ 25.00
Keys (for each lost or not turned in on move-out) \$ 10.00 and actual lock change charge
Utilities (if turned off before lease expires) \$ actual
Attorney fees incurred due to eviction proceedings \$ actual
Service call on lock-out (if management opens door) \$ 25.00
At Country View (Moundridge) \$ 30.00
Screen Repair (per screen) \$ 30.00
Trash is set on porch and LAMCO personnel takes it to dumpster \$ 10.00
Unauthorized Pet Fine (pet found on premises) \$ 50.00 each instance
Cigarette butt removal \$5.00 each instance
EARLY MOVE-OUT PENALTY
(before expiration of initial lease term) amount equal to. one month's basic rent

Painting: due to excessive wear, damage or personal painting:

1 bdr apartment \$200.00 2 bdr apartment \$250.00 3 bdr apartment \$300.00
Use of primer (KILZ) 1 bdr . . . \$150 . . . 2 bdr . . . \$200 . . . 3 bdr . . . \$250 Ceilings . . . As billed
Cost of paint and materials As Billed Patching walls and ceilings . . . up to \$20.00/hour
(large holes and removal of adhesive materials applied to walls, doors, etc. fill nail holes)
Cleaning as charged

TENANTS WILL BE CHARGED A \$100 FINE, PLUS DAMAGES, FOR DRIVING, OR ALLOWING THEIR FAMILY MEMBER (S) OR GUEST (S) TO DRIVE THEIR MOTORIZED VEHICLES ON THE COMPLEX GROUNDS, SIDEWALKS OR FIRE LANE. DAMAGES TO THE PROPERTY RESULT IN INCREASED RENTS FOR EVERYONE, SO PLEASE REPORT VIOLATIONS TO THE MANAGEMENT. KEEP YOUR VEHICLES IN THE PARKING LOT !

Date: _____

Tenant _____

Date: _____

Co-Tenant _____

TENANT ACKNOWLEDGMENT

I hereby agree to be responsible for any damages and to pay for the same according to the rate indicated on the schedule of charges, during my tenancy or upon vacating the premises. If the amount charged exceeds my security deposit at move out, I will make immediate payment. It is understood that in the case of lack of payment, the Management will sue for the balance due on behalf of the owners.

If I/we as tenant(s) call a locksmith to open the door, I/we will be responsible for payment of that cost unless it was due to faulty equipment.

If I/we as tenant(s) call LAMCO to be let into my/our rented space due to misplaced keys, I/we will be responsible for a "lock out" charge as stated in the Schedule of Charges.

If I/we as tenant(s) lose my/our keys or request a lock change for any reason other than home invasion or faulty equipment, I/we will be responsible for that cost.

When I/we vacate the rented unit, I/we are responsible for return of all keys associated with the rented unit immediately in order to return possession of the rented unit to LAMCO. Failure to do so will result in a lock change and I/we will be responsible for that cost.

I/we verify under penalty of perjury that the foregoing is true and correct.

Tenant

LAMCO by
Daniel Curtis II

Co-Tenant

Date

Apt#

OCCUPANCY STANDARDS

The term "Occupancy Standards" refers to the number of persons living in the unit as tenant, cotenant or household member as per the most current lease. Guests are allowed but must be reported in accordance with the terms of the lease for the unit. Any subsequent person(s) that wish to be added to the lease must be determined eligible and not violate the Occupancy Standards for the apartment.

The maximum number of persons living in a unit is two (2) persons per bedroom. For the purpose of maximum number of persons, one child 48 months of age and below per bedroom are not counted. Guests, who are registered and staying no more than 14 days in a 45 day period, do not count towards the maximum allowed persons of these occupancy standards.

TENANT CONTACT INFORMATION

Name: _____ Home Phone: _____

Cell Phone: _____ Work Phone: _____

First Emergency Contact Person: _____

Phone #(s): _____

Second Emergency Contact Person: _____

Phone #(s): _____

Do you want to authorize someone to interact with LAMCO for you? Y N

Vehicle Year, Make, Model & Plate #: _____

Do you have Renter's Insurance: Y N

If so, policy # or agent name: _____

If disabled/handicapped, do you have a service animal: Y N

If yes, has LAMCO processed your prescription for the animal and approved it?

Y N If yes, describe animal: _____

ASSIGNMENT OF AUTHORITY

I, _____, am a tenant residing at a LAMCO managed property. My current address is _____.

I am currently of sound mind. At this time, I feel it is in my best interest to give the authority to execute documents relating to my tenancy to another individual. I assign this authority to:

Please contact the above person for all matters involving my tenancy including but not limited to:

- ___ Rental Agreement execution and compliance
- ___ Notices regarding possible termination of my lease (Non-Compliance notices)
- ___ Any required paperwork relating to my tenancy

This assignment is effective _____ and will remain in effect until such time as I terminate this assignment or until a court with jurisdiction over me and my legal affairs appoints someone else to act in my stead.

I verify under penalty of perjury that the foregoing is true and correct.

Date Executed

Accepted by:

**LEASE AGREEMENT ADDENDUM - OCCUPANCY STANDARDS
INITIALLY IN COMPLIANCE
(Rev. September 2, 2009)**

1 I/We have received a copy of and understand the current Occupancy Standards regarding LAMCO managed housing. At this time, my/our household meets the current Occupancy Standards.

2 I/We understand that if such Occupancy Standards change I will be notified In writing and supplied a copy of the revised Occupancy Standards.

4 I/We understand that I/we will be given at least thirty (30) calendar days notice by LAMCO before having to move due to Occupancy Standards.

5 I/We understand that any transfer to an appropriately sized apartment will be at my/our expenses

The preceding statements have been read and understood by the Tenant(s), and Tenant(s) indicate their agreement by signature below.

Tenant

Co-Tenant

Date:

LAMCO by

KEY RECEIPT
(executed in duplicate)

I/we have received the following keys from LAMCO as management agent of [North Main Place - First Place - Northview Place - Country View] Apartments located in [McPherson - Moundridge], Kansas.

_____ Door Key(s)

_____ Storage Key(s)

_____ Mailbox Key(s)

_____ Laundry Room Key(s)

If I/we as tenant(s) call a locksmith to open the door, I/we will be responsible for payment of that cost unless it was due to faulty equipment.

If I/we as tenant(s) call LAMCO to be let into my/our rented space due to misplaced keys, I/we will be responsible for a “lock out” charge as stated in the Schedule of Charges.

If I/we as tenant(s) lose my/our keys or request a lock change for any reason other than home invasion or faulty equipment, I/we will be responsible for that cost.

When I/we vacate the rented unit, I/we are responsible for return of all keys associated with the rented unit immediately in order to return possession of the rented unit to LAMCO.

Failure to do so will result in a lock change and I/we will be responsible for that cost.

I/we verify under penalty of perjury that the foregoing is true and correct.

Tenant

LAMCO by Daniel Curtis II

Co-Tenant

Date Apt#