

RESIDENTIAL LANDLORD – TENANT RENTAL AGREEMENT

Section 1: The parties to this contract are Professional Rental Management hereinafter called "Landlord" whose address is 733 E. 8th and

hereinafter called "Tenant". The name and address of the owner or a person authorized to act on behalf of the owner is:

Professional Rental Management 733 E. 8th, Hays, KS 67601

Section 2: (a) Landlord hereby lets the following property to Tenant for the term of this agreement the dwelling unit located at

(b) Services shall be paid by the party indicated on the following chart for length of lease.

Table with 6 columns: Service, Landlord, Tenant, Service, Landlord, Tenant. Rows include Electricity, Gas, Water, Garbage Collection, Trash Hauling, Yard, Snow, and Application Fees.

Tenant agrees to make immediate application for those services for which he or she is responsible.

(c) With respect to smoking or the keeping of any animal by Tenant on the premise, the following conditions will apply:

NO SMOKING/ NO PETS

Section 3: The term of the agreement shall be for (specify period), beginning at 10:00 a.m. on, and ending at 3:00 p.m. on. Upon expiration of the above rental term, if the Tenant continues to occupy the premises, he/she shall sign a new lease. If no lease is signed, the agreement will automatically renew, month-to-month, at an increased amount of rent. The amount will be determined by the landlord.

Section 4: (a) The monthly rent of the premises shall be \$ due and payable at 733 E. 8th or P.O. Box 1088, Hays, KS 67601. Allow time for mail service. Rents must be received by the end of office hours on the 5th day of each month to avoid late fees. Neither the postmark on the envelope nor the date on the check will be considered. The first rental payment is due on the First day of, and subsequent rental payments are due on the First day of each succeeding month.

(b) If rent is not received by the Landlord or his agent, for whatever reason by the end of office hours on the fifth (5th) day of any month, a late charge of \$25.00 will be assessed against the tenant. If not paid in full by the tenth (10th), a \$50.00 late charge will be assessed and failure to pay the rent when due is grounds for termination of the rental agreement.

(c) All notices shall be given in writing. All notices shall be given to the other party as follows:

To the Tenant at: Hays, KS 67601

To the Landlord at: 733 E. 8th, Hays, KS 67601

(d) Lead paint applies to rental housing built before 1978. Tenants assume responsibility to read the federally mandated disclosure of information on Lead-based paint and Lead-based paint hazards.

Section 5: (a) Tenant shall pay Landlord, upon execution of the agreement, a security deposit of \$.

(b) Within fourteen (14) days of the initial date of occupancy or upon delivery of possession, the landlord, or such landlord's designated representative, and the Tenant shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. This document is attached to the rental agreement and is designated "Inspection and Inventory Record". Duplicate copies of the record shall be signed by the Landlord and the Tenant as an indication the inventory was completed. The Tenant shall be given a copy of the record.

(c) Upon termination of the rental agreement, the security deposit may be applied by the Landlord to the payment of accrued rent and/or damages. If any, damages or expenses incurred in renting the property because of early termination in rental agreement, which landlord may have suffered by reason of Tenant's noncompliance with the Landlord-Tenant Act of the rental agreement. Landlord will itemize such losses and send the written itemization of the Tenant. The Landlord shall return the balance of the security deposit to the Tenant within 14 days after the determination of the amount of the losses, but in no event to exceed 30 days after lease expiration. The balance will be mailed to the Tenant's last known address. A written copy of Tenant's forwarding address must be left with the office.

(d) A Tenant cannot use the security deposit for the last month's rent or for late fees owed during the course of tenancy. If the tenant does, the Landlord has the right to keep the deposit and sue the Tenant for rent and late fees.

Section 6: (a) Upon completion of the primary term of the agreement as set forth in Section 3 above, the landlord or the Tenant shall have the right to terminate by giving written notice to the other party at least 30 days prior to the periodic rental date specified in the notice: Provided, that not more than 15 days written notice by a Tenant shall be necessary to terminate any such tenancy where the Tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days. Notice must be given in writing on or before the first day of the month.

(b) Upon termination of the agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises in a condition as good as he originally took them. Reasonable wear and tear expected as evidence by the Inspection and Inventory Record.

Section 7: (a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired and such damage was not caused by the Tenant, the Tenant:

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

(2) (a) If continued occupancy is lawful, may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the Rental agreement is terminated pursuant to this section, the Landlord shall return that portion of the security deposit recoverable by the Tenant. The Tenant shall be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Tenant or by any person or animal or pet on the premises at any time with express or implied permission or consent of the Tenant.

(c) The Tenant shall not engage in conduct or allow any person or animal or pet on the premises with the express or implied permission or consent of the tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants.

(d) Accounting for rent in the event of either termination of the rental agreement or apportionment of rent shall occur as of the date of vacating.

Section 8: (a) Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord or his agent.

(b) The Tenant or Tenants entitled under this agreement to occupy this dwelling unit shall not allow any other tenant to occupy the dwelling unit without written approval from the Landlord.

(c) Tenant shall use the property only for residential purposes, except for incidental use in his trade or business, so long as such incidental use does not violate local zoning laws or affect Landlord's ability to obtain any policy of insurance.

(d) Tenant shall make no substantial alteration, addition, improvement or redecoration in or to the dwelling unit without the prior written consent of Landlord or his agent.

(e) Tenant agrees not to allow on his premises any excessive noise or other activity, which disturbs the peace and enjoyment of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and enjoyment.

Section 9: (a) The Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Tenant, in order to inspect the premises, make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The Landlord may enter the dwelling unit without consent of the Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

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

Section 10: This agreement constitutes the entire contents of the agreement between the parties. The attached inspection and inventory Record is for the orderly determination of the amount of money normally expended for the restoration of the property, furniture and appliances, reasonable wear and tear expected.

LANDLORD DATE

TENANT DATE

TENANT DATE

TENANT DATE