



RESIDENTIAL REAL ESTATE LEASE AGREEMENT

Document updated:
April 2014

1. PARTIES: The parties to this Residential Real Estate Lease Agreement (the "Lease") are:

LANDLORD: _____

TENANT: _____

2. AGREEMENT TO LEASE: This Lease is entered into on _____ (the "Effective Date") between the LANDLORD and the TENANT(S). All TENANTS are jointly, severally and individually bound by and liable under the terms and conditions of this Lease.

3. GRANT OF LEASE AND PROPERTY ADDRESS: LANDLORD agrees to grant a lease and the TENANT(S) agree to rent, solely for use as a personal residence and excluding all other uses, the personal residence (the "Property") commonly known as:

PROPERTY ADDRESS: _____

CITY: _____ **COUNTY:** _____ **STATE:** _____ **ZIP CODE:** _____

4. PERSONAL PROPERTY ITEMS: The Property includes the following personal property: Refrigerator Range/Oven Washer Dryer Dishwasher Microwave Other:

5. OCCUPANCY AND NON-ASSIGNMENT:

A. The Property shall be used exclusively as a personal residence, excluding all other uses, and only by the following named persons: _____

B. Only the persons listed above may occupy or use the Property or any part of the Property without the LANDLORD'S prior written consent. TENANT agrees that the Property and any part of the Property shall not be assigned or sub-let by the TENANT without the prior written consent of the LANDLORD. If the TENANT attempts to sub-let, transfer or assign this Lease or allows any persons other than those listed above to occupy or use the Property without LANDLORD'S prior written consent, such act shall be deemed to be a material non-compliance by the TENANT of the Lease and the LANDLORD may terminate this Lease.

6. TERM OF THE LEASE:

A. This Lease shall begin at 12:01 AM on _____ (the "Beginning Date") and shall end at 11:59 PM on _____ (the "Ending Date"), unless otherwise terminated as provided under this Lease.

B. At least thirty (30) calendar days prior to the Ending Date of this Lease, the TENANT shall give written notice to the LANDLORD of the TENANT'S intent to surrender the Property at the expiration of the Lease term. If this written notice is not given within the time frame specified in this section, the TENANT shall become a month-to-month TENANT as defined by applicable Kansas law and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by a written agreement of the LANDLORD and TENANT.

C. If the TENANT becomes a month-to-month TENANT, the TENANT must give written notice to the LANDLORD of TENANT'S intent to surrender the Property upon a periodic rent-paying date not less than 30 days after the receipt of the notice. At any time during the month-to-month tenancy, the LANDLORD may terminate the month-to-month lease by providing a written notice of termination to the TENANT. Upon termination, the TENANT shall vacate the Property and deliver the Property back into the possession of the LANDLORD on or before the expiration of the time specified in the notice.

7. RENT PAYMENTS:

- A. TENANT agrees to pay a monthly rental price (the "Rent") to the LANDLORD during the term of this Lease in equal monthly installments of \$_____.
- B. Each monthly installment shall be due on or before 5:00 PM on the 1st day of the month (regardless of weekends or holidays) and the first full payment under this Lease shall be due on _____ (date for first rent payment).
- C. TENANT agrees that if rent is not paid in full on or before 5:00 PM on the 1st day of the month, TENANT shall pay a late charge of \$_____ as allowed by applicable Kansas state law and such charge shall be collectible as Rent.
- D. TENANT shall pay a charge of \$_____ for all checks returned from the bank unpaid for any reason, in addition to the late charge provided above. These additional charges shall be collectible as Rent. If a Rent check is returned from the bank unpaid for any reason, the LANDLORD may demand that all sums due pursuant to this Lease be paid in the form of cash, money order or cashier's check.
- E. If the first monthly installment is for a period other than a full month, TENANT shall pay prorated rent of \$_____ for the period beginning _____ (the first day of occupancy) and ending _____ (the end of the month). This prorated rent amount shall be paid at the execution of this Lease.
- F. TENANT agrees that RENT shall be paid in lawful money of the United States by (check below those methods of payment that apply): Cash Personal Check Money Order Cashier's Check Other _____.
- G. Rent payments shall be made payable to _____ and mailed or delivered to the following address: _____.
- H. TENANT agrees that rent payments will not be considered paid until LANDLORD or LANDLORD'S agent receives the rent payment, either by mail or by delivery to the above address. TENANT placing rent payments in the mail is not sufficient for rent to be considered paid and rent will be considered unpaid until the actual receipt of the rent payment by the LANDLORD.
- I. If there are multiple TENANTS signed to this Lease, all such TENANTS are jointly, severally and individually bound by and liable under the terms and conditions of this Lease. A judgment entered against one TENANT shall be no bar to an action against other TENANTS under the terms and conditions of this Lease.
- J. Any payments received by the LANDLORD shall first be applied to satisfy any outstanding late charges or fees due to the LANDLORD under this Lease, second towards the repairs resulting from any damages to the Property and finally towards the payment of any rent owed to the LANDLORD under this Lease.
- K. LANDLORD and TENANT agree that if LANDLORD pays any utility bills, repair costs, maintenance, homeowners' association dues or other amount that is the obligation or responsibility of the TENANT under this agreement or an expense that is caused by the TENANT'S actions, then said amount shall constitute unpaid Rent until the TENANT reimburses the LANDLORD.

8. SECURITY DEPOSIT:

- A. Upon the execution of this Lease, the TENANT shall deposit the sum of \$_____ to be held by the LANDLORD as a security deposit for reasonable cleaning of and repair of damages to the Property upon the expiration or termination of this Lease or any other reasonable damages resulting from a default on the terms and conditions of this Lease by the TENANT.
- B. TENANT is not entitled to any interest on the security deposit. TENANT understands and acknowledges that these funds may be deposited into an interest-bearing account and that LANDLORD has the right to retain all interest accruing in this account.
- C. TENANT shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply the TENANT'S security deposit at any time in lieu of payment of rent. If the TENANT fails to comply with this subsection, the security deposit shall be forfeited and the LANDLORD may recover the Rent due as if the security deposit had not been applied or deducted from the Rent due under this Lease.
- D. If LANDLORD assigns, sells or transfers the Property, the LANDLORD shall have the right to transfer the TENANT'S security deposit to the new owner or assignee to hold under this Lease and upon so doing the LANDLORD shall be released from all liability to the TENANT for the return of the security deposit.
- E. Upon the expiration or termination of this Lease, any security deposit held by the LANDLORD may be applied to the payment of accrued rent and the amount of damages that the LANDLORD has suffered by reason of the TENANT'S non-compliance with the terms and conditions of this Lease.

F. If the LANDLORD proposes to retain any portion of the security deposit for damages, expenses or other legally allowable charges under the terms and conditions of this Lease, other than rent, the LANDLORD shall return the balance of the security deposit to the TENANT within 14 calendar days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 calendar days after the expiration or termination of this Lease, delivery of possession and demand by the TENANT. If the TENANT does not make such demand within 30 days after the expiration or termination of this Lease, the LANDLORD shall mail that portion of the security deposit due to the TENANT to the TENANT'S last known address.

9. PETS:

A. TENANT agrees not to keep or permit any pets (including, but not limited to animals, fish, reptiles or birds) on the Property without the prior written consent of the LANDLORD.

No pets shall be allowed on the Property.

LANDLORD hereby grants the TENANT permission to keep the following described pet(s) on the Property:

- 1. Breed: _____ Age: _____ Gender: _____ Weight: _____
- 2. Breed: _____ Age: _____ Gender: _____ Weight: _____
- 3. Breed: _____ Age: _____ Gender: _____ Weight: _____

B. TENANT shall shall not be required to maintain a liability insurance policy to cover any liability incurred due to a pet with a minimum of \$ _____ in coverage and cause LANDLORD to become an "additional insured" under the policy.

C. If the TENANT is permitted by LANDLORD to keep a pet on the Property, TENANT shall pay an additional security deposit of \$ _____ (not to exceed one-half of one month's rent) to be held by the LANDLORD as a security deposit for reasonable cleaning of and repair of damages to the Property caused by the TENANT'S pet(s) upon the expiration or termination of this Lease. This security deposit shall be governed by the same terms and conditions as any other security deposit paid by the TENANT under this Lease.

D. Assistive and service animals are not considered "pets" under this Lease. TENANT agrees to submit an accommodation request to the LANDLORD prior to keeping an assistive or service animal on the Property.

10. UTILITIES:

A. TENANT will arrange and pay for the following utilities on the Property (check all that apply): Electric Gas Telephone Cable Television Internet Water Garbage and Waste Disposal Recycling.

B. LANDLORD will arrange, provide and pay for the following utilities on the Property (check all that apply): Electric Gas Telephone Cable Television Internet Water Garbage and Waste Disposal Recycling.

C. TENANT shall be responsible for contacting and arranging for any utility service not provided by the LANDLORD and for any utilities not specifically listed above. TENANT shall be responsible for having same utilities disconnected on the day that the TENANT delivers possession of the Property back into the possession of the LANDLORD upon the expiration or termination of this Lease.

11. OBLIGATIONS AND DUTIES OF THE LANDLORD:

A. Except when prevented by an act of God, the failure of public utility services or other conditions beyond the LANDLORD'S control, the LANDLORD shall:

- (1) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (2) Exercise reasonable care in the maintenance of any common areas;
- (3) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances including elevators, supplied or required to be supplied by the LANDLORD;
- (4) Except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all TENANTS, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- (5) Supply running water and reasonable amounts of hot water at all times and reasonable heat, unless the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the TENANT and supplied by a direct

public utility connection. Nothing in this section shall be construed as abrogating, limiting or otherwise affecting the obligation of a TENANT to pay for any utility service in accordance with Section 10 of this Lease. The LANDLORD shall not interfere with or refuse to allow access or service to a TENANT by communication or cable television services duly franchised by a municipality.

12. OBLIGATIONS AND DUTIES OF THE TENANT:

A. TENANT agrees to the following duties and obligations:

- (1) Comply with all obligations primarily imposed upon TENANTS by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the Property that such TENANT occupies and uses as clean and safe as the condition of the Property permits;
- (3) Remove from such TENANT'S dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the TENANT as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises;
- (6) Be responsible for any destruction, defacement, damage, impairment or removal of any part of the Property caused by an act or omission of the TENANT or by any person, animal or pet on the Property at any time with the express or implied permission or consent of the TENANT; and
- (7) Not engage in conduct, or allow any person, animal or pet on the Property 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.

B. TENANT agrees that any violation of these obligations and duties shall be considered a material breach of this Lease.

13. CONSEQUENCES OF BREACH BY TENANT:

- A. If TENANT, by any act or omission or by the act or omission of any of TENANT'S family members, invitees, licensees or guests, violates any of the terms or conditions of this Lease or any other documents made a part of this Lease by reference or attachment, the TENANT shall be considered to be in material breach of this Lease. A breach by one TENANT shall be considered a breach by all TENANTS where the TENANT is more than one person.
- B. If there is a material non-compliance by the TENANT with this Lease or a non-compliance with the obligations and duties of the TENANT contained in this Lease materially affecting health and safety, the LANDLORD may deliver a written notice to the TENANT specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than 30 calendar days after the receipt of the notice, if the breach is not remedied by the TENANT within 14 calendar days of the notice.
- C. The Lease Agreement shall terminate as provided in the notice, except that if the breach is remediable by repairs or the payment of damages or otherwise and the TENANT adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the Lease will not terminate. However, in the event that such breach or similar breach occurs after the 14 calendar day period provided in this subsection, the LANDLORD may deliver a written notice to the TENANT that the Lease will terminate upon a date not less than 30 calendar days after receipt of the notice without providing the opportunity to remedy the breach.
- D. In the case of unpaid rent, the LANDLORD may terminate the Lease if rent is unpaid when due and the TENANT fails to pay the unpaid rent within three (3) calendar days after written notice by the LANDLORD of non-payment and such LANDLORD'S intention to terminate the Lease if the rent is not paid within such three calendar day period. The three-day notice provided for in this subsection shall be computed as three consecutive 24-hour periods (without regard to weekends and holidays). When such notice is served on the TENANT or to any person over 12 years of age residing on the Property or by posting a copy of the notice in a conspicuous place thereon, the three calendar day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two calendar days from the date of mailing shall be allowed for the TENANT to pay such TENANT'S unpaid rent and thereby avoid having the Lease terminated.

14. DELIVERY OF NOTICES:

- A. Any giving of notice under this Lease or applicable Kansas law shall be made by TENANT in writing and delivered to the address noted above for the payment of Rent, either by hand delivery or by mail. Delivery by mail shall not be considered complete until actual receipt by the LANDLORD or LANDLORD'S agent.
- B. Any notices from the LANDLORD to the TENANT shall be in writing and shall be deemed sufficiently served upon the TENANT when deposited in the mail addressed to the Property, addressed to the TENANT'S last known post office address, hand delivered or placed in the TENANT'S mailbox or when tacked or taped to the front door of the leased Property. If the TENANT is more than one person, then notice to one TENANT shall be deemed sufficient notice to all TENANTS.

15. LANDLORD LIABILITY TO TENANT AND TENANT INSURANCE:

- A. LANDLORD shall not be liable to TENANT, TENANT'S family members, invitees, licensees or guests for damages not proximately caused by the LANDLORD or LANDLORD'S agents. LANDLORD will not compensate the TENANT or anyone else for damages proximately caused by any other source or by Acts of God. As a result, TENANT is therefore strongly recommended to independently purchase insurance to protect the TENANT, TENANT'S family members, invitees, licensees and guests and all personal property on the Property or in any common areas from any and all damages.
- B. TENANT shall shall not be required to purchase and maintain tenant liability insurance coverage during the duration of this Lease.

16. CONDITION OF THE PROPERTY:

- A. TENANT hereby acknowledges that the TENANT has examined the Property prior to the signing of this Lease or knowingly waived such an examination. TENANT acknowledges that the TENANT has not relied on any representations made by the LANDLORD or the LANDLORD'S agents regarding the condition of the Property and that the TENANT takes premises in its "AS IS" condition with no express or implied warranties or representations beyond those contained herein or required by applicable Kansas law.
- B. Within five (5) calendar days of occupying the Property, TENANT agrees to complete, sign and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD. TENANT hereby agrees and acknowledges that the failure to complete, sign and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD within five (5) calendar days may result in the TENANT being responsible for paying for repairs for any pre-existing conditions or damages on the Property at the expiration or termination of this Lease.
- C. TENANT agrees not to damage the Property through any act or omission and to be responsible for any damages sustained through acts or omissions of the TENANT, TENANT'S family members, invitees, licensees or guests. If such damages are incurred, TENANT is required to pay for any resulting repairs along with and in addition to the next month's rent payment, with consequences for non-payment of damages identical to those for non-payment of rent under this Lease. The LANDLORD will apply payments towards the resulting repairs according to the provisions of this Lease.
- D. At the expiration or termination of this Lease, the TENANT shall return the Property in as good of condition as when taken by the TENANT at the beginning of the Lease, excluding normal wear and tear, depreciation and damage from causes beyond the TENANT'S control.

17. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE PROPERTY:

- A. TENANT shall make no additions, alterations, decorations or improvements to the Property without first obtaining the express written consent of the LANDLORD. Any of the above-described work shall become part of the Property and shall remain with the Property at the expiration or termination of this Lease.
- B. If carried out by independent contractors, said contractors must be approved in advance by the LANDLORD. TENANT shall not contract for work to be done on the Property without first placing funds sufficient to satisfy the contract price in an escrow account approved by the LANDLORD. All work shall be done at such times and in such manner as LANDLORD may designate.
- C. If a construction or mechanics' lien is placed on the Property as a result of such work, this lien shall be satisfied by the TENANT within ten (10) calendar days thereafter at the TENANT'S sole expense. TENANT shall be considered to be in breach of this Lease upon the failure to satisfy such a lien within the time required under this section.

- B. TENANT expressly agrees and acknowledges that if by reason of the Property being unready for occupancy, the prior occupant not vacating the premises in a timely fashion or any other cause whatsoever, the TENANT shall be unable to enter and occupy the Property.
- C. TENANT expressly agrees and acknowledges that the LANDLORD shall not be liable to the TENANT for damages for the inability of the TENANT to enter and occupy the Property as specified in this section. The LANDLORD shall abate the rent and other charges and fees required under this Lease for the period in which the TENANT is unable to enter and occupy the Property.

24. MATERIALITY OF APPLICATION TO RENT: All representations made by the TENANT on the Application for Occupancy are material to the LANDLORD'S grant of this Lease and the Lease is granted only on the condition of the accuracy and truthfulness of said TENANT'S representations in the Application for Occupancy. If a failure to disclose or lack of truthfulness is discovered on said application, the LANDLORD may deem the TENANT to be in breach of this Lease and may terminate this Lease.

25. MODIFICATION OF THIS LEASE:

- A. Any modification of this Lease shall not be binding upon the parties unless the modifications are in writing and signed by the LANDLORD or LANDLORD'S authorized agent and the TENANT(S).
- B. No oral representation shall be effective to modify this Lease.
- C. If any provision is added, modified or stricken from the Lease, the remaining provisions of this Lease shall remain in full force and effect.

26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative and are not exclusive of other rights, remedies and benefits allowed by applicable Kansas law.

27. SEVERABILITY: If any provision of this Lease, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions or portions thereof shall remain valid and enforceable and shall be construed to so remain in force.

28. NO WAIVER:

- A. The failure of the LANDLORD to insist upon the strict performance of the terms, covenants and agreements contained in this Lease shall not be construed as a waiver or relinquishment of the LANDLORD'S right thereafter to enforce any such term, covenant or condition, but the same shall continue in full force and effect.
- B. No act or omission of the LANDLORD shall be considered a waiver of any of the terms and conditions of this Lease, excuse any conduct contrary to the terms and conditions of this Lease or be considered to create a pattern of conduct between the LANDLORD and TENANT upon which the TENANT may rely upon if contrary to the terms and conditions of this Lease.

29. HEIRS AND ASSIGNS:

- A. LANDLORD and TENANT agree and acknowledge that all covenants of this Lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as otherwise provided in this Lease, assignees of the parties to this Lease.
- B. Nothing contained in this section shall be construed so as to allow the TENANT to transfer or assign this Lease in violation of the terms and conditions of this Lease.

30. DESTRUCTION OF PREMISES OR A PORTION OF THE PREMISES:

- A. If the dwelling unit on the Property is damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, the TENANT:
 - (1) May vacate the Property immediately and shall notify the LANDLORD in writing within five (5) calendar days of vacating the Property of such TENANT'S intention to terminate this Lease, in which case the Lease terminates as of the date the TENANT vacated the Property; or
 - (2) If continued occupancy is lawful, may with the agreement of the LANDLORD vacate any part of the Property rendered unusable by the fire or casualty, in which case the TENANT'S liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Property.

B. If this Lease is terminated pursuant to this section, the LANDLORD shall return that portion of the security deposit recoverable by the TENANT under the provisions of this Lease and the apportioned amount of the current month's rent due back to the TENANT based on the date the TENANT vacated the Property.

31. EMINENT DOMAIN: In the event that the Property shall be taken by eminent domain or otherwise condemned by a governmental authority, the rent shall be prorated to the date of the taking or condemnation and this Lease shall terminate on that date. TENANT shall not be entitled to receive any portion of any award provided to the LANDLORD or owner of the Property for such eminent domain taking or condemnation.

32. LANDLORD ENTRY:

A. In addition to the rights provided by applicable Kansas law, the LANDLORD shall have the right to enter the Property at all reasonable times, after reasonable notice to the TENANT, for the purpose of:

- (1) Inspecting the Property;
- (2) Making necessary or agreed repairs, decorations, alterations or improvements;
- (3) Supplying necessary or agreed services;
- (4) Showing the Property to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or
- (5) Removing any alterations, additions, fixtures and any other objects that may be affixed or erected in violation of the terms and conditions of this Lease.

B. LANDLORD may enter the Property without the consent of the TENANT in the case of extreme hazard involving the potential loss of life for occupants of the Property or severe property damage to the Property.

33. GOVERNING PROVISIONS: This Lease shall be governed by the statutory and case law of the state of Kansas.

34. ELECTRONIC SIGNATURES AND TRANSACTIONS: LANDLORD and TENANT agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act.

35. ACKNOWLEDGEMENT OF RECEIPT OF THE AGREEMENT: TENANT(S) hereby acknowledges and certifies that they have read, understood and received a copy of this Lease Agreement.

36. ENTIRE AGREEMENT OF THE PARTIES:

A. This agreement constitutes the entire agreement between the parties. Any prior agreements pertaining to this Lease, whether oral or written, have been merged into this agreement. There shall be no modification of any terms of this agreement unless such modification has been agreed to in writing and signed by both parties.

37. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This agreement has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the LANDLORD and TENANT sign the agreement. If not understood, the Kansas Association of REALTORS® recommends that either party should seek the advice of an attorney before signing the completed agreement.

38. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

LANDLORD'S SIGNATURE DATE

TENANT'S SIGNATURE DATE

LANDLORD'S MAILING ADDRESS

TENANT'S SIGNATURE DATE

LANDLORD'S CITY, STATE AND ZIP CODE

TENANT'S SIGNATURE DATE

LANDLORD'S CONTACT TELEPHONE NUMBER

TENANT'S SIGNATURE DATE

LANDLORD'S EMAIL ADDRESS

TENANT'S EMAIL ADDRESS