

APARTMENT RENTAL CONTRACT

LANDLORD: **JSMITCH PROPERTIES, LLC**

TENANT(S):

CONTRACTED PROPERTY:

CONTRACT: The rent of \$_____ payable in monthly installments. Payment to be made on the **1st** day of each month. First payment shall be _____. All rentals to be paid to Landlord at **PO BOX 523, Newton, KS 67114**, or at such other place as designated from time to time. Rent sent by mail shall not be deemed paid until it is received by the Landlord. Tenant agrees to pay a **\$5.00** late fee which will be assessed as additional rent, for each day Tenant's rent or any portion thereof is overdue. A fee of \$30.00 shall be charged on all returned checks.

UTILITIES AND SERVICES:

The following utilities shall be paid promptly by Tenant: _____

Such utilities shall be placed in the Tenant's name at date of occupancy.

The Following utilities shall be paid by Landlord: _____

CONDITIONS OF CONTRACT:

1. The tenant has deposited the following sum as a security deposit to be held by the Landlord for application against the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Tenant's noncompliance with K.S.A. 58-2555 and the Rental Contract: _____

Tenant shall be entitled to the return of the deposit only if the Tenant has complied with all the terms of this lease. The Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such Tenant's security deposit at any time in lieu of payment of rent. If Tenant fails to comply with this provision, the entire security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due; this being in accordance with Section 58-2250, Subsection d of Kansas Residential Landlord and Tenant Act.

2. No brackets or other attachments shall be placed upon the contracted premises or put into any wall, cupboard, woodwork, etc., without the written permission of the Landlord. Tenant shall make no alterations in the premises without the written consent of Landlord or his agent. In the event written permission is given by Landlord, no such alteration, additions, modifications, brackets, or other attachments shall thereafter be removed by Tenant, if such removal cannot reasonably be made without damage to the leased premises.
3. Only the Tenant(s) that sign(s) this lease agreement or children of the Tenant(s) shall live in the property. Tenant(s) shall live in the property. Tenant(s) agree(s) that the rental unit shall be occupied by no more than ___ persons, consisting of ___ adults and ___ children. Failure of the Tenant to notify Landlord of any change in said number of persons shall constitute a breach of this lease agreement. In the event the premises are rented to one or more individuals, each of the individuals shall be jointly and severally liable for the rent due under this contract and the performance of the terms and conditions of this contract. Tenant(s) agree(s) to pay rent in full, at one time, when due. This paragraph shall not, however, exclude reasonable temporary (one week or less) accommodation of Tenant's guests and visitors.
4. The tenant agrees to do the following:
 - a. Keep that part of the premises that such Tenant occupies and uses as clean and safe as the conditions of the premises permit;
 - b. Remove from such Tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner;
 - c. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
 - d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators in the premises;
 - e. Remove snow and ice from Tenant's portion of the property;
 - f. Maintain the Tenant's portion of the lawn in accordance with the ordinances of Newton, Kansas;
 - g. 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 the express or implied consent of the Tenant;
 - h. 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 premises by other tenants;

- i. Obey all laws and ordinances of the United States, The State of Kansas, and the City of Newton, Kansas;
- j. Agree to abide by all rules and policies of N/A.

The tenant shall notify the Landlord or his agent promptly of any damage caused by the Tenant, his invitees, family or pets, and any damage to the Tenant's apartment or the common area of which the Tenant has knowledge.

Violation of this paragraph shall not only be a breach of the Rental Agreement but in addition Tenant agrees to reimburse Landlord for any damage Landlord suffers by reason of any such violations.

5. No pets or other animals will be allowed or shall be kept by Tenant on the premises.
6. Tenant may not sublease nor assign this contract. If Tenant finds it necessary to relocate, Tenant will make written request to Landlord stating the facts and requesting a sublease for this reason. If approved, Tenant agrees to pay Landlord in advance \$100.00 to cover administrative costs. The \$100.00 fee is non-refundable. Tenant acknowledges and agrees that Tenant is still obligated, under this contract for rent and utilities until the apartment is rented to another Tenant and said Tenant occupies apartment or until the end of the term of this contract, whichever occurs first.
7. This Rental Agreement shall automatically renew for one (1) month and shall so renew every month thereafter unless Landlord, Tenant, or Landlord's agent shall provide written notice of his or its intention to terminate this Rental Agreement no less than 30 days (1 full month) prior to the end of the original term, or any anniversary of the termination date occurring thereafter. The automatic renewal provision in this paragraph shall be subject, however, to the Landlord's right to increase the rent for or during a successive one (1) month term. Any such increase for or during a successive term shall be effective for the rent due for the remainder of such term only, after giving Tenant thirty (30) days written notice prior to the next rental payment date; provided however, Landlord shall be entitled to such and increase in rent only one time for or during such successive term. If Landlord increases the rent under the provisions of this paragraph, Tenant may terminate this Agreement by giving Landlord written notice of termination at least thirty (30) days prior to the effective date of the increase and this Rental Agreement shall so terminate as of the effective date of the increase.
8. Insurance on Tenant's furniture, personal property, and personal liability is recommended. Storage areas are available for some units but Landlord assumes no responsibility for loss or damage to contents.
9. Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, given either written or orally, 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, mortgages, tenants, workmen, or contractors. Landlord may further enter the dwelling unit without the consent of Tenant in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Tenant or other persons residing in or upon the premises.
10. The Tenant shall notify the Landlord of any absence from property for more than seven (7) days.
11. The Tenant agrees that the landlord's liability for fire and theft or breakage in common areas is limited to the Landlord's negligence.
12. No oral agreement or representations by the Landlord or its agents, or the Tenant shall be binding on either party. The Tenant shall be bound by the attached rules and regulations. The parties acknowledge that they are bound by the provisions of the Kansas Residential Landlord and Tenant Act.
13. Landlord and Tenant(s) shall jointly inspect the leased premises within five (5) days from the initial date of occupancy, or upon the date of possession. They shall complete a written inventory of the premises, which shall be prepared in duplicate and signed by each party. Tenant accepts the rental unit as inventoried and agrees that all those portions of the premises accessible to and available to him are in acceptable condition.
14. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Kansas. This Agreement is deemed separable, so that if any sentence, provision or section hereof, or any part thereof, shall be deemed invalid, it shall not be deemed to affect the validity of the remaining provisions thereof.
15. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Possible Cleaning Charges

Range	\$45.00
Refrigerator	\$45.00 (Replace \$450)
Cabinets	\$45.00
Sink and Counters	\$25.00
Kitchen Floor	\$35.00
Shower/tub	\$45.00
Bathroom vanity	\$20.00
Toilet	\$20.00
Bathroom Floor	\$25.00

General Cleaning:

Clean Carpet/floors	\$50.00/room
Clean walls, ceiling, etc	\$25.00/room
Clean Doors, baseboards	\$25.00/room
Remove trash	\$50.00/bag
Patching of excessive nail holes	\$20.00/wall
Replace Screen/glass	\$35.00/opening
Mini-blinds	\$25.00/blind
Replace Key	\$25.00/key
Damage to wall/doors	Cost of replacement/repair
Carpet	Cost to replace/repair
Repaint	\$125.00/room

By their signatures, the Tenant and Landlord acknowledge that they have read this contract and all of its terms and conditions were explained to their satisfaction. This contract shall be binding on the heirs and assign of the parties hereto.

LANDLORD/AGENT

By_____

TENANT(S) _____ SS# _____

_____ SS# _____

_____ SS# _____

