

# LEASE AGREEMENT

This agreement is made between Abe and Fay Fattaey hereinafter referred to as "Landlord" -----  
and -----  
hereinafter referred to as "Tenant" whereby Landlord leases to Tenant the property commonly known as-----

Term of payment: Monthly Rent \$\_\_\_\_\_ This agreement for \_\_\_\_\_ months beginning \_\_\_\_\_ and ending \_\_\_\_\_  
Rent due date commencing upon\_\_\_\_\_. The payment of rent is due monthly in advance on the 1<sup>st</sup> of each month. Rent not paid prior to the 2<sup>nd</sup> of the month will be considered late and a \$10.00 late fee plus \$5.00 for each day thereafter will be charged. Make rent checks payable to Abe and Fay Fattaey. Send checks to Abe and Fay Fattaey, PO Box 194 Manhattan KS. 66505

The Landlord agrees, except where prevented by an act of God, the failure of public utility services or other conditions beyond the Landlord's control: (a) to comply with the requirements of applicable building and housing codes materially affecting health and safety; (b) to maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and appliances; (c) to supply running water and reasonable heat, except circumstances beyond Landlord's control. However, this section does not affect the Occupants obligation to pay for these utility services as set out below.

**1. Security Deposit:** As a further consideration for the execution of this lease by Landlord and in addition to rent agreed to be paid herein. Occupant agrees to pay the sum of \$\_\_\_\_\_ in one check as a security deposit upon the execution of this agreement if occupant has promptly paid all rent, complied with all the terms and conditions of this agreement, and has surrendered possession of the premises according to the terms of the lease, Landlord will deduct appropriate amounts of this deposit for cleaning and restoring the premises to a condition equal to that at the time of occupant's first possession less reasonable wear and tear, and the Landlord will then refund the balance of the deposit to the tenant. In the event that the tenant vacates the premises before the expiration of this agreement or otherwise fails to comply with these terms and obligations of this agreement, the Landlord or his agent shall be entitled to deduct from the security deposit amounts for the rents owed by Occupant, expenses, loss and damages caused by occupants breach of the provisions of this lease, including, but not limited to: commissions paid to the owner's agents for releasing the premises, clean-up costs, overhead expenses attributable to advertising, bookkeeping, and rent owed by Occupant. **If the Occupant vacates the premises before the termination date, it is understood and agreed that the Occupant remains responsible for timely monthly rent payments for the full term of this agreement or until a different tenant commences a new lease.** The provision shall in no way be interpreted to relieve the tenant of its obligations to pay rent required by this agreement. It is further agreed that landlord may retain the entire security deposit if the tenant attempts to apply the deposit as rent.

**2. Utilities:** Except as may be otherwise provided below, occupant agrees to pay all utility charges occurring or payable in connection with use of the leases premises during the lease term. Landlord will pay the trash. Occupant agrees to change such utility services to his/her name and be responsible for the billings commencing the first day of the lease term and continuing until the last day of the lease term. Occupant must provide heat during the lease term. The tenants agree to notify the landlord of any disconnection of utilities, and the landlord may collect from tenant for any loss incurred by non-compliance with this provision.

**3. Use of premises, Surrender, Occupancy, Subletting:** Occupant has examined and knows the condition of said premises, and has received the same in good order and repair, and acknowledges that the premises meet the standards of condition and repair as set by law, and hereby agrees; (a) to use said premises for living rooms and private residence only; (b) to surrender possession of said premises at the time of expiration of this lease without further notice to quit, in as good a condition as reasonable and careful use will permit; (c) that said premises will be occupied only by occupants who are party to this agreement. Subletting: Occupant shall not assign or sublease the premises without the express prior written consent of the landlord, and payment of a \$200.00 service charge by occupant to Landlord. Landlord reserves the right to deny request of occupant to sublease he premises, **occupant is not released** from the obligations assumed by terms of this lease. **It is agreed that in the event occupant and landlord agree to sublease the premises, occupant and sublease will be jointly and severally liable to landlord**

**for the obligations assumed by the terms of this lease.** Landlord's acquiescence or approval of any sublease shall not be construed as a release of occupant from the obligations assumed by the terms of the lease.

**4. Terminations on Default of Occupant:** Any failure on the part of Occupant to pay rent by the due date thereof shall entitle the Landlord to give three (3) days notice of termination of tenancy, and upon the expiration of this notice period, this agreement shall terminate and with it all the rights of Occupant hereunder. Any failure on the part of the Occupant to comply with any terms, rules, regulations and obligations of this agreement, other than failure to pay rent, shall entitle the Landlord to give thirty (30) days notice of termination of tenancy and if the breach is not remedied within fourteen (14) days of delivery of such notice, this agreement shall terminate at the end of said thirty (30) day period, and with it all the rights of Occupant hereunder.

**5. Right of Inspection:** Landlord shall have the right to enter the premises at reasonable hours, after reasonable notice to Occupant, in order to inspect the premises, provide services or exhibit the premises to prospective or actual purchasers, mortgagors, tenants, contractors, or workmen. The Landlord may enter the premises without notice or consent of the Occupant in case of hazards involving potential loss of life or severe property damage. Landlord shall not abuse the right to access or use it to harass the Occupant.

**6. Liability:** Occupant hereby agrees to and does hold Landlord harmless for any and all damages Occupant should suffer through fire, theft, water damage, loss of power, breakage, or any other loss on the premises. Occupant shall be responsible for obtaining insurance for Occupant's personal belongings, and Landlord should be held harmless for any damage to Occupant's belongings, Landlord is not responsible for Occupant's loss of any perishable items due to any failure of the refrigerator on the premises.

**7. Notices:** Landlord may serve any notice required or desired given hereunder, on Occupant personally or by any means authorized by the laws of the state of Kansas.

**8. Successors and Assigns:** Each and all provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns of Landlord and the heirs, executors and administrators of Occupant, and the assigns of Occupant if any assignment has been made with the written consent of Landlord.

**9. Waiver:** Waiver by Landlord of any breach of terms or conditions of this lease shall not constitute a waiver or subsequent breaches. Time is of the essence in condition with the payment of rent called for herein and the performance of any of the terms and conditions of this agreement.

**10. Occupancy Application:** Occupant has provided Landlord with an application to occupy which has been filled out and on which the Occupant represents that he/she has stated the truth to the best of his/her knowledge and the Landlord relies on the representation in entering into this agreement. False statements on this application will be considered a material breach of this agreement. Occupant is required to provide co-signature to support ability to pay.

**11. Contract for Services:** Any services contracted by tenant such as plumbing, electrician, etc., without consent of Landlord will be the responsibility of the tenant.

**12. Rules and Regulations:** Occupant agrees to abide by the rules and regulations attached hereto, and said rules and regulations are hereby made a part of this agreement, and Occupant hereby acknowledges receipt of a copy of said rules and regulations.

**13. Joint and Several Liability: If two or more persons are contracting as Occupants in this agreement, it is understood that each tenant is jointly and severally liable for the obligations assumed by the terms of this lease. If one Occupant vacates the premises before the termination date, the remaining Occupants continue to be individually responsible for the full amount of rent under this agreement. Payment of the rent by a single check is required.**

**14.** A \$60.00 fee will be assessed if all keys are not returned at checkout.

**15.** Upon vacating the premises, all carpets will be professionally shampooed at Occupant's expense by a contractor approved by Landlord. Landlord shall be entitled to deduct the cost for shampooing the carpet from security deposit.

**16.** Entire agreement: The Written agreement together with the rules, and regulations, attachments and applications within specified constitutes the entire agreement between the parties, and no representations not expressed herin have been made by either party of their agents.

**17.** No Pets allowed of any kind or size.

**18.** The Tenant agrees to be responsible for the damages caused by the intentional or negligent behavior of themselves, their guests or third parties to the apartment (including the floors, walls, windows, doors). The tenant shall be responsible for damage to the apartment caused by any third party unless a police report is filed by the tenant and the third party is convicted of the damage to the apartment. The tenant acknowledges that they can purchase insurance to cover these damages and the tenant's failure to do so does not release the tenant of the responsibility for the damages incurred during the term of this lease.

**19.** The Tenant shall vacate the premises on the expiration date set forth in section 1 above unless the Tenant indicates to the Landlord in writing his intention to renew the lease no less than (195) days before the end of the original term of the rental agreement.

**20.** By Their signatures the Tenant and owner/agent acknowledge that they have read this agreement and all terms and conditions were explained to their satisfaction.

**21.** TENANT: \_\_\_\_\_

LANDLORD: \_\_\_\_\_

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