

NOTE: THIS LEASE IS FOR YOUR INFORMATION ONLY. AMOUNTS AND NAMES WILL BE FILLED IN BY MALLS STAFF AND IS ONLY VALID WHEN COMPLETED BY MALLS STAFF.

**Malls Olde English Village Apartments, LLC
RENTAL AGREEMENT**

APARTMENT: _____

This agreement was executed on the _____ day of _____, 2009,

b e t w e e n _____,
_____.

the lessee(s) and H. Weidensaul by the owner/agent of the property commonly known as MALLS OLDE ENGLISH VILLAGE APARTMENTS, LLC located in Douglas County, Kansas, in the city of Lawrence and everything in the property, which property is hereby leased to the lessee for the term and on the conditions which are set forth below.

The lessee agrees to pay the sum of \$ _____ payable in _____ monthly installments of the following amounts due on the FIRST day of every month during the agreement:

RENT:	\$ _____	<i>Gas</i>	\$ <u>50.00</u>
TOTAL UTILITIES	\$ <u>127.00</u>	<i>Water</i>	\$ <u>55.00</u>
FIREPLACE	\$ <u>0.00</u>	<i>Cable</i>	\$ <u>22.00</u>
PET RENT	\$ <u>0.00</u>	<i>Total Utilities</i>	\$ <u>127.00</u>
TOTAL RENT	\$ _____		

Initial: _____

The agreement shall be for a minimum period of _____ **to** _____.

All rental payments are to be paid to Landlord at 2411 Louisiana, Office, Lawrence, Kansas. Rent sent by mail shall not be deemed paid until it is received by the landlord. A \$30.00 late fee will be assessed on any rents received later than the fifth day of any month and if not paid by the 10th day of the month, an additional \$3.00 per day charge will be added. If not paid by the 17th, eviction proceedings will be started by the landlord. Rent must be paid in the form of CASH, MONEY ORDER, OR CASHIER'S CHECK if paid after the 5th day of the month.

Lessee(s) agree(s) to pay rent in full, at one time, when due. Lessee agrees to pay a \$ 25.00 charge for each returned check, plus late payment charges.

UTILITIES: shall be paid promptly by Lessee. Utilities shall be in Lessee's name at date of occupancy. Lessee pays **Electric**. Lessor pays GAS, WATER, SEWER, SANITATION, & SUNFLOWER CABLE TELEVISION.

ESCALATOR CLAUSE: Lessee agrees to pay as additional rent his (her) proportional share of any increase in gas, water, sewer, sanitation or basic cable charges incurred by the Lessor on a monthly basis. Lessee's increase in payment shall be figured at the same percentage of increase as that charged by the utility company.

FAILURE TO OCCUPY: If lessee fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

OCCUPANCY: The premises shall be used only as a private residence and as a single family dwelling unit, and for no other purpose. Only the Lessee(s) that sign(s) this lease agreement or children of the Lessee(s) shall live in the property. **Lessee(s) agree(s) that**

the rental unit shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children. Failure of Lessee to notify Landlord of any change in said number of persons shall constitute a breach of this lease agreement. This paragraph shall not, however, exclude reasonable temporary (one week or less) accommodation of Lessee's guests and visitors.

RENEWAL: Unless the lessees, the owner, or the owner's agent indicates his intention in writing to do otherwise no less than sixty (60) days before the end of the original term, the agreement will automatically renew for twelve (12) months following the expiration date and will so renew on every anniversary date thereafter. The automatic renewal provision shall be subject, however, to the Landlord's right to increase the rent for a successive twelve (12) month term. Failure to give landlord a 60 day written notice shall constitute the forfeiture of the security deposit herein. If the lease begins and ends on other than the first day of a month, occupancy for one or more days in each thirty day rent period shall obligate the lessee for a full thirty days rent. _____

DEPOSIT: The Lessee 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 Tenants non-compliance with Section 16 of the Kansas Landlord Tenant Act and the Rental Agreement: \$ _____. Lessee(s) shall be entitled to the return of the deposit only if the Lessee(s) have complied with all the terms of this lease and the apartment is left clean and undamaged. **THE LESSEE(S) SHALL NOT APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT OR USE OR APPLY SUCH LESSEE'S SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT.** If Lessee 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 58-2550, Subsection d, of the Residential Landlord and Tenant Act.

DAMAGES: The lessee understands and acknowledges that the owner would suffer damages if the agreement is terminated before the expiration of the term provided for, which damages would be in addition to any loss the owner might suffer by reason of being unable to re-lease the premises. The lessee also understands that these additional damages might be difficult to calculate, but would include commissions paid to the owner's agents for re-leasing the premises, clean-up costs, overhead expense attributable to advertising, bookkeeping and similar costs. Therefore, the parties agree that if this rental agreement is terminated before the expiration of the term provided for, the owner or his agent shall be entitled to retain the security deposit set forth above as liquidated damages, and not as a penalty, in satisfaction of any loss suffered by the owner in addition to any loss the owner might suffer by reason of damages to the property or being unable to re-lease the premises. The owner may retain only that portion of subject deposit as is necessary to make him whole for any losses caused by the lessee through violations of this lease or the law except for the preceding exception or the entire deposit will be forfeited without affecting the rent due if Lessee attempts to apply the deposit as rent. The lessee(s) accept(s) the premises in its present condition as inventoried in writing and agrees that all those portions of the premises accessible to and available to him are in acceptable condition. Lessee(s) agree(s) to the following: Lessee(s) will keep that part of the premises that such Lessee(s) occupies and uses as clean and safe as the conditions of the premises permit; Lessee(s) will remove from such dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner; keep all plumbing fixtures in the unit or used by the Lessee as clean as their condition permits; use in a reasonable manner all electrical, plumbing sanitary, heating, ventilating, air conditioning and other facilities and appliances, in the premises; Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Lessee(s) or by any person or animal or pet on the premises at any time with the express or implied permission or consent of the Lessee(s); Lessee(s) will 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 Lessee(s), to engage in conduct that will disturb the quiet and peaceful enjoyment of premises by other Lessees. The lessee(s) shall notify the owner or his agent promptly of any damage caused by the lessee(s), his invitees, family or pets, and any damage to the lessee's apartment or the common areas of

which the lessee(s) have knowledge, including but not limited to any leaking, or accumulation of water, or moisture coming from any appliance or equipment in the unit or common area. Lessee(s) agree(s) to report promptly to landlord when any portion of the premises is out of repair, and to promptly reimburse landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to lessee(s), lessee's agents, family, or guests. The lessee shall make no alteration in the premises without the written consent of the Lessor or his agent. Violation of this paragraph shall not only be a breach of the Rental Agreement but in addition Lessee agrees to reimburse Landlord for any damage Landlord suffers by reason of any such violations.

ASSIGNMENT, SEVERABILITY, AND ABSENCE: Lessee shall not sublease nor assign this lease without the written consent of the Lessor. Only the lessee(s) that sign(s) a lease agreement or children of the lessee will live in the property. In the event the premises are rented to one or more Lessees, **each of the Lessees shall be jointly and severally liable for the rental due under this lease** and the performance of the terms and conditions of this lease. The lessee shall notify the landlord of any absence from the property for more than seven (7) days. _____

ABANDONED ARTICLES: All articles left in or upon the premises by the lessee(s) upon termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the lessee(s). The landlord herein is further given the right to use the lessee(s) security deposit to cover the landlord's expenses in disposing of the lessee's articles.

INSURANCE: Insurance on Lessee's furniture, personal property, and personal liability is recommended. Landlord does not assume responsibility for loss, damage to, or destruction of lessee's furniture or personal property. Storage areas are available for some units, but the Landlord assumes no responsibility for the loss or damage to contents.

RULES AND CONDITIONS OF OCCUPANCY: In order to preserve harmonious relations with any neighbors or residents and to protect the property, the lessee acknowledges that the owner or his agent must establish and maintain reasonable sets of rules and conditions for occupancy. The lessee further acknowledges receipt of a list of said rules and conditions, and that the rules and conditions are fair and reasonable. Violation of any of these conditions of occupancy shall not only be a breach of the Rental Agreement but in addition Lessee agrees to reimburse Lessor for any damage Lessor suffers by reason of any such violations. Lessee's, the family and guests of lessee(s) shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighbors or neighborhood. The Lessee(s) agree(s) to abide by all rules and policies of Malls Olde English Village Apartments, LLC. Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Lessee, given either written or orally, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may further enter the dwelling unit without the consent of Lessee in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Lessee(s) or other persons residing in or upon the premises.

_____ **LEAD WARNING STATEMENT:** 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. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____ **SPECIAL AGREEMENTS :** The signing of this lease is discouraged

unless the lessee intends to fulfill the **-month term**. If a **sublease** or **job transfer** request is approved by the Landlord, Lessee is still obligated under this contract for rent and utilities until the apartment is rented to another Lessee(s) and said Lessee(s) occupies the apartment or until the end of the term of this contract, whichever occurs first. Lessee(s) agree(s) to pay Landlord, in advance, \$100.00 to cover the increased costs to Landlord. This \$100.00 fee is non-refundable. **Roommate Change:** A non-refundable fee of \$100.00 will be assessed for each roommate change.

NO ORAL AGREEMENTS OR REPRESENTATIONS BY THE RENTAL AGENT OR THE LESSEE SHALL BE BINDING ON EITHER PARTY.

NO WATER BEDS WITHOUT INSURANCE.

PETS allowed only with the written approval of management. Lessee(s) must sign a separate pet contract and abide by all expressed or implied pet rules. Violation of this paragraph shall not only be a breach of the Rental Agreement but in addition Lessee(s) agree(s) to reimburse Landlord for any damage Landlord suffers by reason of any such violations.

The Lessee(s) shall be bound by the rules and regulations set foreword by the Landlord. The parties acknowledge that they are bound by the provisions of the Kansas Landlord and Tenant Act. The terms of the Agreement and all rights and obligation hereunder shall be governed by 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 effect the validity of the remaining provisions thereof.

MANAGER: Connie Gore OWNER/OWNER AGENT H. Weidensaul
ADDRESS 2411 Louisiana Lawrence, Kansas

By their signatures, the Lessee and owner/agent acknowledge that they have read this agreement and all of its terms and conditions were explained to their satisfaction. This lease shall be binding on the heirs, administrators, and assigns of the parties hereto.

LANDLORD/LANDLORD AGENT _____

LESSEE(S):	DATE	PARENTS NAME & ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Malls Olde English Village Apartments
PET RESPONSIBILITY ADDENDUM

Resident and Landlord hereby agree that the undersigned resident shall not have, keep, or allow upon the grounds, into apartments, landings, or any common areas, any type of pet or animal for any length of time. Should the undersigned resident decide to obtain a pet after occupying said unit, located at: **2411 Louisiana, Apt.# _____ Lawrence, Kansas**, they will abide by the pet policy set forth below. Failure to comply will result in a \$10.00 per day pet rent, starting on the day of discovery until resident complies with this agreement. Pet Rent is payable immediately.

Management Signature & Date

Resident(s) Signature(s) & Date

PET POLICY

- (1) Residents must obtain Management's approval prior to the pet being allowed.** Specifically, the pet must be brought to the office for management's approval. The pet owner must also agree to uphold all the stipulations of this pet policy.
- (2) ONLY (1) ONE PET PER APARTMENT.**
- (3)** Pets will be limited to either a cat or a dog. The pet shall be properly vaccinated and licensed. Written proof of the above will be required from your veterinarian for the duration of the pet's occupancy of the leased premises.
 - A)** In order for a cat to be approved, a current copy of the vaccination record from a veterinarian is to be filed with the apartment office.
 - B)** In order for a dog to be approved, it may not be more than 17 inches tall and or 25 pounds full grown. A current copy of the vaccination record, a copy of license (tag), and a letter verifying full adult size from a veterinarian is to be filed with the apartment office. *NO pit bulls, rottweilers or aggressive animals (dog or cat) allowed!*
- (4)** Resident(s) shall not have, keep, or allow others to bring upon the grounds, into the apartments, or common areas, any type of pet or animal for any reason or length of time, without proper approval and financial arrangements with the management.
- (5) NO PETS IN THE POOL OR POOL AREA.**
- (6)** The Resident(s) will be held responsible for and will pay for all damages, inconveniences, and or destruction caused by their pet to the leased premises, including all property of the lessor. This responsibility and liability of lessee will include the repair of damaged items to their former condition and or replacement where necessary, in the sole opinion of the lessor. Treatment of the leased premises for fleas, ticks, and or pests, over and beyond the normal treatment provided for all residents, will be at the lessee's expense.
- (7)** While outside a dog must be on a leash and kept under control. Dogs may not be let out to roam, or be tethered outside. Pet owners are responsible for cleaning up after their pet.
- (8)** Lessee agrees to board or otherwise remove the pet from the leased property for the balance of the lease term, if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of other lessees. This includes, but is not limited to all noise or odors emanating because of pet, and is at the sole opinion of the management.
- (9)** A default by the Lessee in any of the terms and conditions provided for in the "Pet Addendum" shall be deemed a default under the lease and shall entitle Lessor to exercise any and all legal and contractual remedies available.
- (10)** Pet is to be contained in a pet taxi upon lessor's entry into lessee's apartment. If pet is not contained, then the requested repair will not be made. In cases of emergency, lessee will be called and required to immediately come and contain the pet.

PET DEPOSIT:	\$200.00 non-refundable (to be paid up front)
PET RENT:	\$20.00 per month
PET PHOTO & TAG FEE	\$10.00 Refundable with return of tag

It is hereby agreed by and between the Lessor and the Lessee that the Lessee has a pet at the time of this agreement and will abide by all of the stipulations set forth above.

Management: Signature & Date

Resident: Signature & Date

Resident: Signature & Date

Resident: Signature & Date

Malls Olde English Village Apartments
TENANT RESPONSIBILITY ADDENDUM

Resident and Landlord hereby agree that tenant(s) is(are) responsible for any guests and or visitors in their apartment, located at **2411 Louisiana, Apt.# Lawrence, Kansas.**

If any visitor or guest remains in said apartment for more than two (2) weeks, they will be considered as residing and/or occupying said unit, and rent will be charged and considered due. Said persons will be required to immediately turn in an application. If application(s) are not approved, applicants must vacate the apartment forthwith. Failure to comply with all of the above will result in a \$30.00 per day fine starting on the day of discovery until resident complies with this agreement. If at the end of 30 days tenant(s) have not complied, tenants(s) are in default of their lease and will be evicted. The undersigned tenant(s) understand and accept this responsibility.

Initials _____

Resident(s) understand and agree that if Malls personal determine that tenant(s) or tenants' guests are participating in criminal conduct on Malls property, tenants will be immediately evicted.

Initials _____

Management Signature & Date

Resident(s) Signature(s) & Date