

Williams Pointe

LEASE AGREEMENT

This LEASE AGREEMENT is made on, Fridav, March 18, 2011 between Williams Pointe Townhomes LLC, referred to as "LANDLORD" and 1). 2). 3). referred to as "TENANT(S)". In consideration for rents and agreements hereafter set out Landlord agrees to lease to Tenant(s) rental unit # _____ located in Williams Pointe Complex located at 4410 Clinton Parkway, Lawrence, Kansas 66047. The following agreements are binding on the Landlord and Tenant(s) respectively.

- A. TERM:** The term of this agreement shall be for a period of ___ months & ___ days commencing the ___ day of _____, 20__ and ending the 31st day of _____, 20__.
- B. PAYMENT OF RENT:** The total amount due under the lease is \$ _____, to be paid in ___ monthly **payments of** \$ _____ on the 1st day of every month. Rent is considered paid when it is delivered to the Landlord at the following address: 4501 Wimbledon Dr Suite F3, Lawrence, KS 66047. If rent is not paid in full by the 5th of every month; a \$20 late fee accrues, and if not paid by the 12th, a \$40 late fee charge must be added to the rent. Any rent which is paid by a check that is returned by the bank for insufficient fund or any other reason will also be considered late payment and be subject to this late fee, plus a bounced check fee of \$20.
- C. SECURITY DEPOSIT:** Prior to delivery of possession Tenant(s) shall provide Landlord a security deposit in the amount of \$ _____. This deposit shall be held by Landlord without interest as a guarantee that the Tenant(s) will perform all the covenants of the Lease including prompt payment of rent when due and that Tenant(s) will return the premises and fixtures in as good a condition as when received, ordinary wear and tear exempted. It is understood that said deposit is not prepayment of rent.
"The Tenant may not apply or deduct any portion of the security deposit from the last month's rent or use or apply such security deposit at any time in lieu of payment of rent. If tenant fails to comply with this section, the 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." K.S.A. 58-2550(d)
All Applicants agree to transfer all security deposit monies to _____ (considered the 'primary party'). By our signature(s), we understand that the security deposit will be returned to the primary party within the time limit set forth by the Kansas Landlord Tenant Act after lease is non-renewed by either Tenant(s) or Landlord.
- D. JOINT AND SEVERAL LIABILITY:** Each Tenant is jointly & severally liable for all rents due & damages to the property. This means that each tenant is responsible for the total amount of rental payments & damages. Agreements between Tenant(s) on how rent is to be paid is **not binding** upon Landlord.
- E. USE:** The premises shall be used & occupied only by tenant(s) as a private residence & for no other purpose. **All adult occupants of the premises who stay longer than one week are required to sign this Lease Agreement.** The Tenant(s) shall not do or permit to be done on the premises anything in violation of any federal, state, county, municipal, or other governmental law, order, rule, or regulation.
- F. UTILITIES:** All utilities must be paid by Tenant(s) and turned on in Tenant(s) name within 3 days after occupancy begins with the exception of cable & internet. These cable and internet will be paid by **Williams Pointe** as included in payment of rent & provided by Sunflower Broadband. All Tenants must sign & complete the necessary forms through Sunflower Broadband to obtain service. Landlord does not warrant the quality or adequacy of any the utilities serviced. Any interruptions, repairs, or improvements to the building will not be considered a constructive eviction of Tenant's use and possession of rental unit.
- G. EXTENDED ABSENCE:** The Tenant(s) are required to notify the Landlord in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence.
- H. SUBLEASE AND ASSIGN:** Tenant(s) may not sublease or assign this contract. If tenant(s) finds it necessary to re-locate, Tenant(s) will make written request to Landlord stating the facts & requesting a sublease for this reason. If approved, all tenant(s) must sign & agree to terms in sublease request form. Tenant(s) also agrees to pay Landlord, in advance \$300 to cover administrative costs. The \$300 fee is non-refundable. Tenant(s) acknowledges & agrees that tenant(s) is still obligated under this contract for rent & utilities, until another tenant(s) is approved, enters into a rental contract, and occupies the rental unit; or until the end of the term of this contract, whichever occurs first. Changes or additions of Tenant(s) on Lease must first be agreed upon in writing by all tenant(s) & approved by Landlord in writing. There is a \$50 fee for changes or additions of individual Tenants on lease.
- I. RIGHT TO ENTER:** Landlord shall have the right to enter the rental unit at reasonable hours after reasonable notice to the Tenant(s), 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 show the rental unit to prospective or actual tenant(s), workmen or contractors. Landlord may further enter the dwelling unit without the consent of Tenant(s) in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Tenant(s) or other persons residing in or upon the premises.
- J. GROUNDS FOR EVICTION:** No criminal activity will be tolerated. Tenant's breach of any terms, or rules listed in this Lease Agreement gives Landlord grounds for eviction. Tenant's violations of criminal or civil laws and codes, is considered a default of this Lease Agreement and is grounds for eviction.
- K. LANDLORD'S DUTIES:** Landlord agrees to keep the apartment and all equipment and appliances in working condition. If the Landlord is unable to deliver the premises on the date the lease begins, the term of the lease will not be affected, but the rent payment will be pro-rated until possession is given. Landlord agrees to make all repairs that are required by law.
- L. TENANT(S) DUTIES:** Tenant(s) will be responsible for all maintenance costs and damages above and beyond normal wear and tear. Tenant(s) agree to and shall abide by the following Rules and Regulations.

RULES AND REGULATIONS

1. Use:

- a. Never use any products other than detergent specifically made for dishwashers in the dishwasher.
- b. No dartboards or basketball goals of any kind are allowed in rental unit.
- c. Fireworks are forbidden within **Williams Pointe complex**.
- d. Tenant(s) and guests are not allowed to play Baseball, Football, Soccer, Frisbee or any other sport in the parking lot.
- e. No disturbing noises or music in rental unit or on the premises. Two confirmed noise complaints cited by Management, Security, or Police will be sufficient for Landlord to give notice to terminate Lease pursuant to **KSA 58-2564**.
- f. Tenant(s) agrees to limit the number of people in attendance at any party or gathering to twenty (20) in addition to the tenants. Any time there are more than this, Landlord reserves the right to disperse everyone and if necessary police will be dispatched. No live or disturbingly loud music. Tenants are responsible for any damages to their apartment or common areas by their guests invited or uninvited.

- g. No additional locks may be installed without prior consent of Landlord in writing.
 - h. If Tenant(s) locks themselves out of their townhome and must request management to let tenant into townhome after 6:00 p.m. and before 8:00 a.m. a \$20.00 fee must be paid before the rental unit is unlocked by manager.
 - i. No motorcycles are allowed inside the townhome.
 - j. Front porches, back patios, & windows must be kept clear of unsightly accumulation. Hanging laundry outside of rental unit is prohibited. If Landlord must clean up debris from patio a charge will be made & taken out of the Deposit. Landlord reserves the right to have Tenant(s) remove any furniture or other possessions from the exterior of the building that Landlord deems unsightly or that may be a hazard to others.
 - k. Use of fireplace, if one exists on the premises, must be in accordance with instructions & per city fire codes. Failure to follow these is negligence & Tenant(s) will be liable for any damage caused thereby.
 - l. Thermostat shall never go below 60 degrees during the winter months in order to keep the pipes from freezing &/or busting. Turning the thermostat below 60 degrees is negligence on the part of Tenant(s), & tenant will be liable for damage caused.
 - m. Under no conditions is Tenant(s) allowed on the roofs of rental unit or units on the premises. This can be dangerous & also cause damage to the roofing materials, for which Tenant(s) will be responsible.
 - n. Landlord reserves the right to revoke Tenant's use of the Recreation Room, Exercise Facility, Pool, and Hot Tub in the event any of the rules regarding the facilities are broken by Tenant.
2. **Pets:** No dogs, cats, or other pets are allowed on premises –Tenant(s) shall not permit guest to bring dogs or cats on the property even for short limits.
 3. **Parking:** Tenant(s) shall park in accordance with the following parking regulations and shall be responsible for insuring that his or her guests also park in accordance. Auxiliary parking for guests and overflow is the road north of the complex and the south side of the road east of the complex. Motorcycles are subject to same restrictions as cars. All non-operative cars on premises and cars disobeying the following parking rules will be towed at owner's expense. **Parking Rules:** No double-parking, parking in front of mail boxes or dumpsters, parking in handicapped (without handicapped stickers), parking in posted "no parking" zones, on sidewalks, or in the grass, no working on car(s) in parking lots, and no boats, trailers, etc. allowed on premises for more than a four hour period of time.
 4. **Alterations and Improvements:** Tenant(s) shall not make any alterations, additions, or improvements in or to the rental unit or premises without the prior written consent of Landlord. Use of adhesive or adhesive strips to attach anything to the walls, cabinets, doors, ceilings, etc. is prohibited and Tenant(s) will be charged for the damage their use causes. Odors and Smoke damages will be charged as damages.
 5. **Security Cameras:** Any and all recorded security camera video footage is property of **Williams Pointe.**
 6. **Cleaning at move in:** Because of the short amount of time in between leases, Landlord cannot guarantee that the rental unit will be cleaned when Tenant(s) moves in. If the previous tenants leave the property dirty, Landlord will send out a cleaner as soon as possible to do a general cleaning of the unit. This cleaning will normally include floors, counters, appliances, bathroom fixtures, & sinks. This does not include blinds & windows.
 7. **Landlord Not Liable:** Landlord is not responsible for damage caused to Tenant's belongings, unless damage done to Tenant's personal property is a direct result of negligence of the Landlord. It is strongly recommended that Tenant(s) obtain insurance on his/her belongings and for personal liability. Landlord does not have insurance which covers Tenant(s) belongings in case of fire, tornado, etc.
 8. **Renewal:** Tenant(s) must notify the Landlord in writing at least 120 days prior to the expiration of this lease whether tenant(s) plans to renew the Lease or move. If tenant fails to notify landlord the lease will not be guaranteed to renew & tenant shall make plans to vacate at the end of the lease. If there is more than one tenant on this lease all must notify Landlord of the decision to renew or not. If Tenant(s) cannot agree then this shall be considered a decision not to renew. Additionally if Tenant(s) intends on changing the individual listed as the "primary party", it must be agreed upon by all tenants in a signed writing 60 days prior to termination of this Agreement.
 9. **Vacate:** If the Tenant(s) has not renewed, Tenant(s) must vacate the rental unit by 5:00 p.m. on the last day of the lease.
 10. **Tenant(s) Responsibilities:**
 - a. **Carpets Professionally Cleaned:** Tenant(s) is responsible for having all of the carpets professionally cleaned at the end of the tenancy. Rented shampooers are not considered professional. If this is not done Landlord will have carpets professionally cleaned & a charge of \$225 be taken out of Tenant's Deposit.
 - b. **Damages to Rental Unit and Premises:** Tenant(s) is responsible for any damage done to the **Williams Pointe** Recreation Room, Exercise Facility, Pool, & Hot Tub or its contents by their guests invited or uninvited. Tenant(s) must also observe & obey posted rules while using these facilities. In addition, Tenant(s) agree to release **Williams Pointe** of any liability from use of these facilities.
 - c. **Television:** Televisions provided in the rental units are for the use of Tenant(s) during their length of occupancy. Any damages accidental or otherwise, theft, and abuse to this property will be billed for actual damages or replacement cost of the television; if necessary.
 - d. **Cable and Internet:** "Silver Internet" & "Bronze Cable" Package is provided through Sunflower Broadband. All tenants must sign Sunflower's Term of Service. If tenants require a cable modem they must make an additional deposit of \$50 with the Landlord.
- M. CHOICE OF LAW:** This agreement is to be construed under Kansas Law. All disputes will be decided in the District Court of Douglas County, Kansas.
- N. SEVERABILITY:** If any one or more of the terms in this Lease Agreement are deemed invalid, illegal, or unenforceable this will not affect any other provision of this Lease Agreement.
- O. FINAL AGREEMENT:** No oral agreements or representations by the Landlord or its agents, or the Tenant(s) shall be binding on either party. The Tenant(s) shall be bound by the terms and rules & regulations set forth in this Lease. The parties acknowledge that they are bound by the provisions of the Kansas Residential Landlord and Tenant Act. Any modification of this Lease is not binding unless it is in writing and signed by Landlord and all Tenants.
- All parties that sign this Lease Agreement warrant that they are mentally competent and of legal age to enter into this Lease Agreement. All parties who sign this Lease Agreement acknowledge that they have read and understand ALL terms, rules, and regulations set out above, and voluntarily agree to be bound by them.**

Tenant

Williams Pointe, Landlord

Tenant

Friday, March 18, 2011
Date

Tenant

Move-in Date