



Rental Agreement

Landlord: Fox Run Apartments

Tenant(s): NAME

Contracted Property: Premises located at 4500 Overland Drive Lawrence Apt. #

Agreement: The sum of \$\$\$ payable in **12** monthly installments of \$\$\$ each month with payment to be made on the 1st day of each month. The first payment shall be **Move-In Date**. This agreement shall be for a minimum period of **Move-In Date to Move-Out Date**. All leases end at 12:00 noon on the last day of the lease agreement. All rental payments are to be paid to the Landlord at the Fox Run Apartment Office or the drop box. Rent sent by mail shall not be deemed paid until it is received by the landlord. Tenant agrees to pay a \$30.00 late fee on the 6th day of the month and an additional \$5.00 per day for each day Tenant's rent or any portion thereof is overdue, which will be assessed as additional rent. Rent must be paid in the form of CASH, MONEY ORDER, OR CASHIER'S CHECK, if paid after the 5th day of the month.

Utilities and Services: The following utilities shall be paid by the Landlord: **water, trash, sewer, and basic cable.**

Condition 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 of the Kansas Residential Landlord and Tenant Act and the Rental Agreement: \$\$\$ (maximum is 1 x monthly rent, unless pets, then can have an additional 50%). 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 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 K.S.A. 58-2550(d) of the 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. Tenants shall make no alterations in the premises without the written consent of the Landlord or his agent. In the event written permission is given by the 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) agree(s) that the rental unit shall be occupied by no more than # **persons, consisting of # adults and # children.** Failure of Tenant to notify the 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

- 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. Be responsible for any destructive, 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 permission or consent of the Tenant;
- f. 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;
- g. Not use the premises, or allow any person with the express or implied permission or consent of the tenant to use the premises, in connection with a violation of any local, state, or federal law.
- h. Agree to abide by all rules and policies of Fox Run Apartments.

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.

- 5. No pets or other animals will be allowed or shall be kept by Tenant on the premises without pet deposit and signed pet addendum.
- 6. Tenant may not sublease nor assign this agreement. If Tenant finds it necessary to relocate, Tenant will make a 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 premises are 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 twelve (12) months following the termination date, as set forth above, and shall so renew on every anniversary date thereafter unless the Landlord, Tenant, or Landlord's agent shall provide written notice of his or its intention to terminate this Rental Agreement no less than 60 days (2 full months) 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 a successive twelve (12) month term. Any such increase for a successive term shall be effective at the beginning of the successive term, after giving Tenant sixty (60) days written notice prior to 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 forty-five (45) days prior to the effective date of the increase and this Rental Agreement shall so terminate at the end of the current term.
- 8. Insurance on Tenant's furniture, personal property, and personal liability is recommended. Landlord does not assume responsibility for loss, damage to, or destruction of tenant's furniture or personal property.
- 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, 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 Tenant in the event of an extreme hazard

