

BlackHawk Commons
RESIDENTIAL RENTAL AGREEMENT

This agreement is made this _____ day of _____, 20____, between
_____, Tenant, and _____,

The Owner, _____, Agent

1. Property: The Owner hereby leases to the Tenant the property commonly known as _____
_____ Miami County, Kansas.

2. Term: This lease shall be for a term of _____ beginning _____, 20____
and ending _____, 20____, unless sooner terminated in accordance with this Agreement.

3. Rent: (a) The rent shall be \$ _____ per month payable each month in advance on the _____
day of each month beginning _____, 20____. The rent shall be paid at _____
_____.

(b) If the rent is not received by the Owner or its agent within five (5) days of due date, a late
charge of \$ _____ per day will be assessed against the Tenant and failure to pay the rent and any
late charges within three (3) days after notice from the Owner shall be grounds for termination of the rental
agreement.

4. Utilities and Services: The following utilities and other services shall be paid or provided by the
Tenant: electricity, gas, water, garbage collection, trash hauling and lawn care, and Tenant shall
immediately make application to have the services put in his/her name.

5. Deposits: (a) The Tenant hereby deposits with the Owner \$ _____ as a security deposit for
application against accrued rent and any damages by reason of the Tenant's non-compliance with the
Landlord-Tenant Act of Kansas or with this agreement. The Owner may retain such portion of the
deposit as is necessary to make it whole for any loss caused by the Tenant for damage or clean up
expenses or for inability to re-lease the premises. In addition, the Tenant shall forfeit the entire deposit
if the Tenant attempts at any time during or after this Agreement, to apply the deposit as rent. Such
forfeiture shall not preclude an independent action against the Tenant for damages as described
hereinabove. The Tenant agrees and understands that the security deposit is not prepayment of rent,
does not constitute a trust fund, may be deposited in any bank or depository selected by the Owner,
may be commingled with the Owner's funds and the Owner shall be under no obligation to pay or

account to the Tenant for any interest, earnings, or increments accruing to the Owner from the use of any such security deposit.

(b) The return of your security deposit is subject to the terms of this rental agreement and the following:

The premises have been thoroughly cleaned and tenant agrees to restore the premises to such condition at the termination of occupancy, ordinary wear and tear excepted. Such cleaning includes stove and oven, dishwasher, refrigerator (if not owned by tenant), bathtub, shower, sinks, and toilet. Carpet to be professionally cleaned. Wash all woodwork, cabinets and drawers, wash bathroom and kitchen wall and fixtures, wash all windows, inside and out including basement windows. Scrub out basement, wash off water heater, dust off furnace and leave pipes free of dust and wash cabinets, and dispose of trash. Clean all uncovered floors. The tenant will reimburse landlord for replacement of any water stained drapes.

(c) Tenant agrees to keep no pets or animals of any kind whatsoever upon the rented premises without the prior express written consent of Owner.

6. Inventory: The Tenant and Owner have inventoried the premises and a written record has been made of such inventory, the same being attached to this rental agreement and made a part hereof. The inventory has been completed and signed in duplicate and a copy furnished to the Tenant.
7. Damage to Premises: In the event the dwelling or premises is damaged or destroyed by fire or casualty to the extent that the use of the dwelling unit is substantially impaired and such damage was not caused by the Tenant, the Tenant may vacate the premises immediately and shall notify the Owner in writing within five (5) days after the casualty of the Tenant's intention to terminate the rental agreement, in which event the rental agreement shall terminate as of the date of vacating the premises. In the event the premises are partially destroyed and such portion is able to be vacated, then the Tenant's liability for rent shall be abated in proportion to the diminution of the fair rental value of the dwelling unit.
8. Miscellaneous Provisions: (a) Tenant shall not assign this agreement or sublease the premises without the prior written consent of the Owner, which consent shall be deemed a condition precedent to the ability of Tenant to sublease or assign.

- (b) Tenant shall not allow any person, other than those named in the Tenant Rental Application, to occupy the premises without the prior written consent of the Owner. Nothing herein shall prohibit Tenant from accommodating bona fide visitors for period of seven (7) days or less. Tenant further agrees to use the premises only for residential purposes and agrees not to engage in or to permit any conduct in violation of any applicable federal or state laws, local ordinances or regulations of any kind whatsoever, including zoning.
- (c) No alteration, addition, improvement or redecoration shall be made by the Tenant without the prior written consent of the Owner.
- (d) Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet enjoyment of other tenants in the building, nor neighbors in the area.
- (e) During the existence of this rental agreement, the Owner or its agent shall have the right to enter the premises at reasonable hours, after reasonable notice to the Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. During the last thirty- (30) days of this rental agreement, Owner shall have the further right to place a sign upon the premises advertising the same for rent.
- (f) There will be no campers, trailers, boats or inoperative cars parked at this project.
- (g) It is the responsibility of the tenant to make insurance arrangement for their household effects.
- (h) Items remaining in the dwelling unit or on the premises after the resident has vacated the dwelling unit shall be considered abandoned, and may be disposed of by the landlord. The cost for said disposal to be paid by the resident.
- (I) In addition to the terms herein described, if the tenant shall be dispossessed or shall abandon or vacate the premises or shall become bankrupt or shall make a general assignment for the benefit of creditors said action or actions shall at the option of the landlord cause termination of this agreement. The terms of this agreement in reference to possession of the dwelling unit and reentry of the dwelling unit, and the residents obligation under forfeiture of this agreement are the same as herein provided for other causes of forfeiture.

9. Absences by Tenant: Tenant agrees to notify Owner of any anticipated extended absence from premises (“extended absence” being any absence in excess of seven (7) days) shall notify Owner of such anticipated extended absence not later than the first day of the extended absence.
10. Automatic Renewal of Lease: At the end of the term described in Paragraph 2 above, this Agreement shall automatically renew and shall be and become month-to-month rental agreement between Owner and Tenant according to the terms herein contained, unless notice is given by Tenant to Owner, or Owner to Tenant, of the intentions of such party to terminate or modify this Agreement not less than thirty (30) days prior to the end of the term of this lease or any renewal hereof, or unless a written extension or modification is signed by both owner and tenant.
11. Notices: Any written notice required herein shall be given to the Owner or its agent at _____, and to the Tenant at _____.
12. Rules and Regulations: The Rules and Regulations, which are attached to this Agreement, are an integral part of this lease. Both Owner and Tenant agree to abide by the Rules and Regulations. Failure of Tenant to fully observe all Rules and Regulations shall be grounds for terminations of this Agreement.
13. Other: _____.
14. The Resident shall pay to the Landlord all costs, including reasonable attorneys fees incurred by the landlord in any action which Landlord may be made a part by reason of being a party to this agreement. Resident shall pay to the Landlord all costs, including reasonable attorneys fees incurred by the Landlord in enforcing any of the provisions of this agreement and incurred in any action brought by the Landlord against the Resident on account of breach of provisions of provisions of this agreement, and all such costs may be included and form a part of any judgement against the Resident under this agreement.
15. Smoke alarm and fire extinguisher are in good working order.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written, executing this document, together with the inventory and Rules and Regulations which are attached hereto and made a part hereof by reference, in duplicate.

Owner or Agent

Tenant(s)

SECURITY DEPOSIT REFUND REGULATIONS

The Incoming Inspection Report is being attached to our copy of your rental agreement. We suggest you do the same with your copy. It will be the basis for the Outgoing Inspection Report when you vacate. We hope we will be able to refund your security deposit in full within two weeks after vacating. You must comply with the following to insure that you are entitled to receive it:

- 1. GIVE PROPER WRITTEN NOTICE as specified in your rental agreement or lease.
 - A. Month to month rental agreement: "30 days from your next adjusted rent payment date."
 - B. Lease: "30 days from the adjusted expiration date of your lease."
 - C. No notice will result in forfeit of security deposit.
- 2. TURN ALL KEYS INTO THE OFFICE the day you vacate the premises. Your rent will continue until the keys are checked in. Also you will be charged an additional \$10.00 per lock if keys are not returned.
- 3. REQUEST AN INSPECTION FOR REFUND. This inspection will be made with 24 hours of the time your turn in the keys and request it. (Not including Sundays and Holidays).
- 4. CLEAN THE PREMISES: (Items as applicable)
 - a. No trash or debris inside or outside.
 - b. Window and door screens in propre place and not damaged or broken, glass not broken, door tracks and window glass cleaned inside.
 - c. Walls, doors, ceilings, and woodwork without any damage or abuse, other than ordinary wear and usage. Cabinets cleaned inside and outside.
 - d. Floors (wood and tile) clean and waxed (not vinyl) and not damaged or abused.
 - e. Window shades or Venetian blinds not damaged or missing.
 - f. Electrical fixtures, switches, and outlets clean and operative.
 - g. Range clean. Attention should be paid to the stove drip pan, oven and broiler.
 - h. Refrigerator defrosted, clean, turned off, unplugged and doors open.
 - i. Plumbing fixtures clean and operable.
 - j. Lawn not damaged by being driven on.
 - k. Furniture clean and not damaged beyond reasonable wear.
 - l. Carpet vacuumed and not damaged beyond reasonable wear and usage.
 - m. Drapes and curtains clean and not damaged beyond reasonable wear and usage.

At vacancy, if our inspection reveals work or correction need in any of the above items, they will be cleaned and/or corrected, and the cost charged against your security deposit. You will be furnished with an itemized statement detailing the cost of such charges along with a check for any balance of your security deposit. If the charges are greater than the security deposit, you hereby agree to pay when invoiced.

If your inspection shows the premises covered by your lease were left in re-rentable condition, clean, and undamaged, your deposit will be refunded in full. We anticipate painting the interior an average of every three years. Any gouges, mars, scratches and marks that cannot be washed off, requiring repainting sooner, will result in a deduction for damages.

We strongly recommend that you see your insurance agent to insure your personal property against loss and to protect yourself with a liability policy. Any damage caused by your occupancy is your responsibility.

I/We have read, understand, and have been furnished a copy of these regulations and agree to the items outlined.

Date

Lessee

Date

Lessee