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Residential Lease Agreement

State of Kansas

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Kansas (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

No late fee is owed on rent the law abates or reduces.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep from the deposit only what the law allows, which can include unpaid rent, the cost of repairing damage beyond normal wear and tear, and reasonable cleaning needed to return the Home to its move-in condition, apart from normal wear and tear.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

When the tenancy ends, Landlord may apply the deposit to rent owed and to the damages Landlord has suffered because Tenant did not follow this lease or the law, all listed in a written notice delivered to Tenant.

If Landlord keeps any part of the deposit for expenses, damages or other charges allowed by this lease other than rent, Landlord will return the balance of the deposit to Tenant within 14 days after Landlord determines the amount of those expenses, damages or charges, and in no event later than 30 days after the tenancy ends, Tenant delivers possession of the Home and Tenant demands the balance. If Tenant does not demand the balance within 30 days after the tenancy ends, Landlord will mail the part of the deposit due to Tenant's last known address.

17. Where the deposit is held

Landlord will hold and account for the deposit as Kansas law requires.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, or at renewal, Landlord may raise the rent only by giving Tenant written notice before the new rent starts, and at least as far ahead as any period the law sets.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, or as the law allows after Tenant abandons or surrenders the Home, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

A rule or regulation of Landlord about the use of the Home binds Tenant only if Tenant had notice of it when Tenant signed this lease. A rule adopted after that which substantially changes this lease binds Tenant only if Tenant agrees to it in writing.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Landlord and Tenant will do a move-in inspection together and sign the attached Move-in Condition Record, a checklist of the condition of the Home and everything Landlord provides in it.

☐ Landlord and Tenant will do a move-in inspection together and sign the inspection report, a checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

This will be done no later than five days after Tenant first occupies the Home or Landlord delivers possession of it. Landlord (or Landlord's designated representative) and Tenant will walk through the Home together, complete the written record of the condition of the Home and of any furnishings or appliances Landlord

provides, and sign it in duplicate, and Tenant will receive a copy.

Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

39. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

40. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

41. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

42. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

43. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

44. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

45. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Despite anything else in this lease, nothing in it excuses or limits any liability of Landlord or Tenant that arises under law, and neither side agrees to indemnify the other for that liability or the costs connected with it.

46. Fire or other serious damage

If fire or other casualty damages the Home so badly that its use and habitability are substantially impaired, Tenant may move out right away and must tell Landlord in writing within five days after moving out that Tenant is ending this lease. The lease then ends on the date Tenant moves out, and rent and the deposit are settled as of that date. If Tenant can lawfully keep living in the Home, Tenant may move out of the part that cannot be used, and the rent goes down in proportion to the loss in the Home's fair rental value. Landlord will return the part of the deposit the law says belongs to Tenant.

47. When Landlord may enter

Landlord may enter the Home to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or show it to buyers, mortgagees, new tenants, workers or contractors. Landlord will enter only at reasonable hours and after reasonable notice to Tenant, except that Landlord may enter without Tenant's consent in an extreme hazard involving the potential loss of life or severe property damage. Landlord will not abuse the right of entry or use it to harass Tenant.

48. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

49. Giving notice to move out

Either Landlord or Tenant may end a month-to-month tenancy by written notice to the other stating that the tenancy ends on a rent-paying date not less than 30 days after the other receives the notice. If Tenant is in the military service of the United States and must end the tenancy because of military orders, 15 days' written notice from Tenant is enough.

Either Landlord or Tenant may end a week-to-week tenancy by written notice to the other given at least seven days before the date the notice says the tenancy ends. A lease for a fixed term of more than 30 days is not a month-to-month tenancy, even if rent is paid every 30 days.

A notice must be in writing and say the date the tenancy ends.

50. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again at a fair rental. If Landlord does not make those efforts, the law ends this lease as of the date Landlord learns Tenant has left. Tenant also owes the reasonable cost of re-renting the Home, if the law allows it.

51. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

52. Safety, and other rights to leave early

Whatever this lease says, Landlord will not deny tenancy to, evict, or find in violation of this lease a Tenant because Tenant is a protected person, if Tenant otherwise qualifies for the tenancy. A protected person is a person who, during the preceding 12 months, has been, is, or is in imminent danger of becoming a victim of domestic violence, sexual assault, human trafficking or stalking. Tenant cannot give up these rights in this lease, and Landlord will not require Tenant to.

A Tenant who is a protected person and who gives Landlord a statement that Tenant is a protected person is not responsible for rent for the time after Tenant moves out. If Landlord asks, Tenant will also give Landlord either a document signed by Tenant and by a licensed physician, physician assistant, nurse or behavioral health professional from whom Tenant sought help, stating under penalty of perjury that in the professional's judgment the incident occurred, or a court order granting Tenant relief for the incident. Tenant still owes late or unpaid rent and other amounts for the time before Tenant moves out. If Tenant gives false information, Landlord may treat it as a violation of this lease. If there are other tenants, this lease continues for them.

Termination fee for a protected person (tick one):

☐ This lease charges no termination fee to a Tenant who ends it as a protected person.

☐ A Tenant who ends this lease early as a protected person will pay a termination fee of _____, which is not more than one month's rent.

53. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

54. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

55. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

56. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

57. Attorney fees

☐ Neither Landlord nor Tenant agrees in this lease to pay the other's attorneys' fees. Each pays its own, unless the law or a court orders otherwise.

58. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

59. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

60. Which law applies

Kansas law and any local law that applies to the Home govern this lease.

61. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

62. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

63. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

64. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

65. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law. ☐ The home was built in 1978 or later, so this section does not apply.

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 known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

66. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in:_____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Warning for a notice-to-vacate form

YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.