

**Elite Property Management Group, LLC**

**Residential Rental Lease**

Elite-RealEstateGroup.com

620-200-0033

2300 N Lorraine, Hutchinson, KS 67502

**ELITE PROPERTY MANAGEMENT GROUP RESIDENTIAL RENTAL LEASE**

The Premises are offered without regard to race, color, religion, gender, national origin, ancestry, physical disability or handicap, or any other class or category of protection.

This Agreement is entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, between **Elite Property Management Group** **LLC** on behalf of the property owner (collectively, referred to as “Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (referred to as “Lessee”, whether one or more individuals).

1. **CONTRACTED PREMISES**: The parties agree that Lessee shall rent from Owner the property located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (hereinafter “Premises”) to be used and occupied only by Lessee as a residence for Lessee, and for no other purposes, for the term of this contract.

2. **CONTRACT**: This contract shall begin \_\_\_\_\_\_\_\_\_\_\_\_\_ and end \_\_\_\_\_\_\_\_\_\_\_\_\_. It is expressly understood that this lease is for the entire term set forth above, and the fact that Lessee should no longer be a resident of the community in which the Premises are located, should be transferred, should cease to be actively, or for any other reason be unable to continue in the unit, Lessee's responsibility shall nonetheless continue for the full term hereof. Lessee understands and acknowledges that Owner would suffer damages if this lease is breached prior to the expiration of its term, including cleanup cost, re-rental commissions, and advertising costs. Therefore, the parties agree that if this lease is breached prior to the expiration date, Owner shall be entitled to retain the security deposit as liquidated damages. However, Lessee's liability is not limited to the amount of the security deposit, but includes and is not limited to, all unpaid installments of the lease and damages to the Premises, in excess of the security deposit.

3. **RENT**. The total rent for the Premises shall be the sum of $\_\_\_\_\_\_\_\_.00 each month, with payment to be made by Lessee to Owner, without demand, on the first day of each month. Lessee shall pay a $30.00 late fee on unpaid balances received after the 5tht of the month, with an additional $5.00 accrued for each day payment is late thereafter (for example, a payment made on the 6th would include a $35.00 late fee). All payments shall be made to Owner at **Elite-Rentals.com or dropped off at Elite Office, located at 2300 N Lorraine, Hutchinson KS 67502**. In the event of insufficient funds, an additional fee of $35.00, plus all applicable late fees, shall apply.

4. **SECURITY DEPOSIT**: Upon execution of this lease, Owner acknowledges receipt from Lessee of a security deposit equal to one month's rent ($\_\_\_\_\_\_\_\_.00), which shall be held by Owner as security against loss from damage; nonpayment of rent; or any other breach of this lease or the Kansas Residential Landlord/Tenant Act, K.S.A. 58-2540 et seq.; by Lessee. The security deposit shall be refunded to Lessee(s) who made such payment within thirty (30) days after the expiration of this lease, less any damages for nonpayment of rent, breach of this lease of the Landlord/Tenant Act, or damage to the Premises. Lessee must follow proper checkout procedures and agrees to provide Owner with forwarding address in writing. The security deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent. This security deposit shall be held without any duty to pay interest and shall be held in accordance with the Landlord/Tenant Act.

5. **PETS/PET DEPOSIT**: Lessee shall not keep or allow on the Premises any pet or other animal without Owner’s prior written approval. If Owner permits a pet or animal to be kept on the Premises, Lessee shall pay a non refundable pet security of $250 per pet. Lessee shall pay an additional $25/month in rent for said pet or animal, pursuant to the terms Paragraph 3. In no case shall Lessee keep or allow on the Premises, or ask Owner to keep or allow on the Premises, any animal that is not permitted within the resided community, or any dog that has been determined to be dangerous by a governmental entity. Management must receive current vet records on all pets prior to move in and kept current with management. During routine inspections, if management observes damages to property caused by pets, tenants will be given 30 days to remedy the situation and a re inspection will be scheduled at tenants expense.

 Lessee will receive one warning regarding the following pet behaviors:

-Disturbing neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

-Dogs, cats, and support and/service animals must be housebroken. All other animals must be caged at all times. No animal offspring allowed.

- Pets defecating in inappropriate areas and/or not being picked up after.

- Pets may not be tied to any fixed object anywhere outside the dwelling unit.

 If the situation is not remedied after warning then pet will no longer be permitted in residence.

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6. **SEVERALTY**: In the event the Premises are rented to more than one individual, each of them shall be JOINTLY AND SEVERALLY LIABLE for the performance of the terms and conditions of this lease. Each individual Lessee understands and acknowledges that there is joint and several responsibility with respect to the total leased Premises and, accordingly, must exercise responsibility to see that the entire unit is used in compliance with this Agreement.

7. **UTILITIES & MAINTENANCE**: Lessee shall maintain the following utilities at the Premises: Utilities shall be in a Lessee's name on the date lease begins and remain in a Lessee's name until lease expiration. Lessee shall provide Owner with confirmation numbers for each utility account. Lessee shall be responsible for removing Lessee’s name from any utility accounts upon lease expiration. Please print and submit utility info sheet, prior to move in, which can be found under Documents tab of online Elite management software. Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electric: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gas:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Water: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trash:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lawn care:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cable/Internet:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. **CARE OF THE PREMISES**: Lessee accepts the Premises in the present condition. It is the Lessee’s responsibility at the time of moving in to review Owners move in report, which will be emailed to Lessee prior to move in, and all additional defects related to the Premises emailed to Owner. Lessee agrees to keep and maintain the Premises in good clean condition, and to make no alterations or additions thereon or therein without the prior written consent of Owner. The Lessee will pay for misuse to plumbing, windows, doors, walls, cabinets, flooring, or any other aspect of the Premises and repay Owner for the cost of all repairs made necessary by neglect and careless use of the Premises. Owner shall invoice Lessee for any charges, including a reasonable charge for management overhead, for labor and replacement costs of any damaged items other than normal wear and tear. Lessee shall immediately report to Owner and local police authority any criminal act causing damage to the Premises. Lessee agrees to promptly report any repairs that need to be made to the Premises to Owner. No Lessee incurred expense shall be deducted from the monthly rent under any circumstances whatsoever. Lessee agrees to do the following:

**a**. Keep the leased Premises, the grounds, common hallways and parking lots as clean and safe as their condition permits;

**b**. Remove from the Premises and grounds all rubbish, garbage, animal droppings, and other waste in a clean and safe manner;

**c**. Use all electrical, plumbing, appliances, sanitary, heating and air conditioning and fixtures in a safe and reasonable manner;

**d**. 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 or by any person or animal on the Premises at any time with the expressed or implied consent of Lessee;

**e**. Not engage in conduct, or allow any person or animal on the Premises without expressed or implied permission to engage in conduct, that will disturb the quiet and peaceful enjoyment of the Premises of other Tenants;

**f**. Obey all laws of the United States, the state and city residing in.. In the event the Lessee or any invitee of the Lessee is convicted or diverted for a criminal offense occurring in or around the Premises, Owner shall have the right to terminate this lease immediately. Violation of this paragraph shall not only be a breach of the lease, but, in addition, Lessee agrees to reimburse Owner for any damages Owner suffers by reason of such violations;

**g**. Maintain the thermostat at a minimum of 55 degrees Fahrenheit when outdoor temperature will drop to freezing or below;

**h**. Not smoke, or allow any other person to smoke, inside the Premises at any time;

**I**. Allow maintenance quarterly access to HVAC systems for filter replacements and inspections.

**j**. Replace batteries in smoke detectors as needed, and Lessee shall not remove smoke detectors or batteries from smoke detectors;

**k**. Remove plumbing clogs from sink drains, tub drains, and toilets. Both the owner and tenant mutually agree that all toilets and drains are in working order unless Lessee notifies Owner otherwise, in writing, on the move-in day;

**l**. Disconnect hoses or other attachments from outside water faucets, when outdoor temperature may drop to freezing or below.

**m**. Purchase and change light bulbs in their apartment & immediately outside their door in common hallways within their building.

9. **SUBLETTING:** Subleasing is not permitted. All guests staying longer then 48 hours must have prior approval from Owner.

10. **LEASE BREAK:** In the event a Lessee needs to break their current lease, Owner shall be given 30 days written notice of need to break lease, upon Owner re leasing property, Lessee shall be relieved of current lease at a $150 lease break fee, however, all move out procedures still apply. If Owner is unable to re lease property then Lessee is responsible for the entire term of the lease.

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11. **LEASE TERMINATION**: This lease shall automatically terminate at the end of the term identified herein. Should Lessee wish to sign a new lease for another year, Lessee shall notify Owner of such intention to sign a new lease within 30 days of lease termination. Tenants who allow their lease to continue as month to month will be assessed an additional $50 a month fee on top of current rent rate. Lessee understands that this lease expires at 12:00 P.M. noon on the last day of the lease. In the absence of a new lease, Lessee shall vacate the Premises by the termination date and time without further notice from Owner. Any unauthorized holdover by Lessee shall be deemed a month-to-month tenancy. The holdover Lessee shall be liable to the Owner for 1 1/2 months rent or 1 1/2 times the actual damages suffered by Owner, whichever is greater.

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12. **NONLIABILITY OF OWNER & RENTER'S INSURANCE**: Except to the extent caused by Owner’s willful negligence, Owner shall not be liable for damages, injury to persons, or loss of property of Lessee, and Lessee’s invitees and guests, caused by any act or omission including but not limited to criminal act, fire, water, rain, acts of God, interruption of utilities and such similar reasons. Lessee shall hold Owner harmless for any such damage, injury, or loss. Lessee agrees that Lessee has been advised by Owner to secure renter's insurance from the above and other similar losses, including personal liability.

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13. **RIGHT OF ENTRY & INSPECTION**: Owner reserves the right at all times to enter the Premises in case of emergency. Owner reserves the right at all reasonable times, and upon reasonable notice (either orally or written), to enter the Premises to make inspections, repairs, improvements; to supply necessary or requested services; to show the Premises to prospective or actual purchasers, tenants, workmen, or contractors; or to correct any breach of the lease or Rules and Regulations. If an inspection is required by a governmental agency, Lessee shall allow the governmental officials to enter the Premises to make such inspection. If Lessee notifies Owner of necessary repairs, Owner shall have the right to enter the Premises at any time for the purpose of making such repairs without further notification to Lessee. Lessee cannot change or add locks without prior written permission from Owner.

14. **DEFAULT:** If Lessee defaults in the payment of rent, abandons the Premises, or violates any other term of this lease, Owner may take any action permitted in law or equity, including declaring this lease terminated, and may elect to relet the Premises, charging Lessee for any deficiencies and costs related thereto. Lessee’s absence from the Premises for seven (7) consecutive days while any portion of rent is delinquent shall give Owner the right to declare the Premises abandoned. Upon any violation herein, Owner shall have the right to institute a forcible entry and detainer action in the proper Court, obtain a writ of restitution and pursue all other remedies allowed by law.

15. **CARPET CLEANING**: Lessee shall have carpets professionally cleaned prior to move out, after all personal belongings have been removed. Lessee shall provide to Owner written proof showing the date on which the carpets were cleaned by a professional carpet cleaning company. If Lessee fails to have carpets professionally cleaned, fails to provide written proof of such, or if the carpets are cleaned unsatisfactorily, Owner may professionally clean or replace the carpets upon the Lessee’s vacating the Premises and charge the Lessee accordingly. Steam cleaning of the carpets with a Rug Doctor or similar machine is not acceptable.

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16. **PESTS AND INFESTATIONS**: Lessee acknowledges that the Premises are free from all pests and infestations. Lessee shall maintain the Premises in this manner. In the event that extermination for any type of pest or infestation becomes necessary, the costs thereof will be assessed to Lessee for their units and any spread thereof to adjoining units. Routine spraying for spiders, ants, and other common bugs will be the responsibility of the lessee.

17. **Bed Bugs:** Owner certifies that property is Bed Bug Free upon move in all infestations that occur after move in date are the responsibility of Lessee to remedy the situation at Lessee expense.

18. **NOTIFICATION TO OWNER**: Lessee shall notify Owner of any absence from the Premises for more than seven (7) days. The Lessee shall notify Owner or Owner's agent promptly of any damage to the Premises or common areas caused by Lessee or Lessee’s invitees, family, or animals, or any other damage of which Lessee has knowledge.

19. **MOVE OUT**: 30 Days written notice is required prior to any move out. This notice shall be received on the day Lessee’s rent is due. Lessee understands that this lease expires at 12:00 P.M. noon on the last day of the lease. In the absence of a new lease, Lessee shall vacate the Premises by the termination date and time without further notice from Owner. Lessee shall leave all keys and garage door openers on the kitchen counter and notify the property manager when property is vacated. After management has inspected the property and remedied all damages, a security deposit will be refunded to Lessee, Lessee must provide management with a forwarding address. Please allow upto 30 days for refund. All refunds will have a cleaning fee of $75 per bedroom withheld from security deposit.

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20. **ABANDONED PROPERTY**: If the Lessee vacates or abandons the property for a time-period that is the minimum set by State Law or Seven (7) days, whichever is less, the Owner shall have the right to terminate this agreement immediately. Cancellations of utilities before lease term end will also be considered abandonment of property. Any personal property of Lessee remaining on the Premises, in any storage space, or otherwise in or about the building of which the Premises are a part, after the termination hereof, shall be deemed to be abandoned by Lessee, and Owner may remove, keep and/or dispose of such property, at Owner’s discretion, without any liability to Owner. If Owner disposes of abandoned property, Lessee shall pay the costs therefor by deduction from the security deposit or reimbursement to Owner.

21.**PREMISES DEEMED UNINHABITABLE:** If the property is deemed uninhabitable due to damage beyond reasonable repair the Lessee will be able to terminate this agreement by written notice to the Owner. If said damages was due to the negligence of the Lessee. the Lessee shall be liable to the Owner for all repairs and for the loss of income due to restoring the premises back to a livable condition in addition to any other losses that can be proved by the landlord.

22. **RULES AND REGULATIONS**: Lessee shall comply with and be bound by the Rules and Regulations attached hereto as “Exhibit A” and incorporated herein by reference. The Rules and Regulations shall be considered terms and conditions of this Lease, and any violation thereof shall be considered a breach of this Lease. Owner may modify and amend the Rules and Regulations, at Owner’s sole discretion. Provided that, any amendment shall not take effect until after fourteen (14) days written notice has been given to Lessee.

Owner hereby adopts the following rules and regulations for the purpose of promoting the convenience, safety, peace and welfare of the Lessee(s) in the Premises and the building, preserving the Owner’s property from abusive use, and making a fair distribution of services and facilities held out for the Lessee(s) generally. Owner and Lessee agree and acknowledge that the following rules and regulations may be enforced as terms and conditions of the lease agreement.

a.The sidewalks, walkways and parking areas shall not be obstructed by Lessee, or used by Lessee for any purpose other than that of ingress and egress. Owner reserves the right to remove any and all obstructions or other objectionable items and nuisances.

b.No awnings, air conditioning units, or other fixtures shall be attached to the outside wall or the windowsills of the building, or otherwise affixed so as to project from the building. No signs or lettering shall be affixed by Lessee(s) to any part of the outside of the premises, or to any part of the inside of the premises, without the prior written consent of Owner.

c.Lessee shall not make, or permit to be made, any excessive, unnecessary, or unusually loud noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. Radios, televisions, stereos, and any other noise-making device shall not be played at an unreasonable volume at any time, and shall not be played at a volume audible outside the Leased Premises between 11:00 p.m. and 9:00 a.m. Any citation by government officials for any person making an unlawful, loud or disturbing noise at the Premises shall be considered a violation of this lease. Owner may take the appropriate steps to terminate the lease agreement.

d.Owner acknowledges the right of Lessee to have guests at the Premises, including the right to have gatherings, parties or other celebrations. However, Lessee must ensure that good order prevails and that boisterous and criminal conduct is avoided. Lessee shall not infringe upon the rights of other tenants of the building, or occupants of neighboring properties, to the quiet enjoyment of their properties. Any citation by government officials for a disturbance, nuisance, or unlawful assembly related to such activities shall be considered a violation of this lease. A citation for such offense may give rise to an action by the Owner to terminate the lease agreement.

e.Lessee shall observe strict care not to leave their windows open when it rains or snows, and for any default thereof shall be responsible for any injuries or property damage sustained by Owner or other Lessee (s) of the building.

f.No painting, construction or other alterations shall be made to any part of the building or apartment without the prior written consent of Owner. No additional locks may be put on any door.

g.Lessee shall not remove mini-blinds or other window coverings from the windows.

h.Any citation by governmental officials for trash or other nuisance conditions shall be considered a violation of this lease. A citation for such offense may give rise to an action by the Owner to terminate the lease agreement. If a governmental agency abates the nuisance or trash condition, the costs therefor shall be paid by the Lessee(s).

i.Lessee shall make certain that their guests do not use the parking area, as all unauthorized vehicles are subject to being towed at Owner’s discretion. Lessee further shall not block access to any stall in the parking lot. The parking lots shall not be used for long-term repair of vehicles. Repair that takes one day or less may be done in the parking lots. No inoperable vehicle shall be parked in the parking lots and may be towed by Owner at the vehicle owner’s expense. The parking lots shall not be used for any storage other than motor vehicles. Parking on the property, outside of the parking lots, is strictly prohibited.

j.All exterior lights on the apartment building shall remain lighted during the nighttime hours. 11.If Lessee(s) lock themselves out of their apartment, then they are permitted to.

k. The Lessee is permitted to have cable, provided the tenant uses the existing cable jacks. The Lessee shall not install additional cable jacks without prior written consent of Owner. Satellite dishes will not be permitted without written permission by Owner and cannot be affixed to any part of the structure.

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23. **LEAD-BASED PAINT**: 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, Owner 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. This pamphlet is located in the files section of online management software. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. By signing this lease, Lessee acknowledges that Lessee has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

24. **SEVERABILITY & ENTIRE AGREEMENT**: This lease is subject to the Landlord/Tenant Act and its provisions should be construed in the light of that Act, except as modified herein. In the event any provision of this lease shall be held invalid, such provision shall be deemed severed from this lease without affecting the validity of the remaining provisions. This lease shall be binding on the heirs, administrators, executors and assigns of the parties and constitutes the entire agreement between the parties. No oral agreements or representations shall be binding on either party.

25. **ASSIGNMENT OF LEASE**: Owner reserves the right to assign the lease, should ownership change.

26. **ACKNOWLEDGMENT:** THIS IS A LEGALLY BINDING CONTRACT. DO NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTAND IT. LESSEE HEREBY ACKNOWLEDGES HAVING READ THIS LEASE AND THE RULES AND REGULATIONS. LESSEE AFFIRMS THAT LESSEE WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. LESSEE ACKNOWLEDGES THAT THIS LEASE IS LEGALLY ENFORCEABLE AGAINST LESSEE AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. THIS LEASE CONTAINS ALL AGREEMENTS BETWEEN THE PARTIES HEREIN AND ANY AGREEMENTS NOT CONTAINED HEREIN SHALL NOT BE BINDING. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE. IN WITNESS HEREOF, the parties have executed this lease on this,

the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Owner/Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_