

# SAMPLE

Emerald Property Management, LLC  
200 Southwind Ste 202, PO Box 212  
Manhattan, Ks 66505

Ph (785) 587-9000  
Fax (785) 537-7852

www.emeraldpropertymanagement.com

## Residential Lease Agreement

This property is offered without regard to race, color, religion, gender, national origin, ancestry, physical disability or handicap, or any other class or category of protection.

- PARTIES.** This agreement between \_\_\_\_\_ herein after called **Owners**, the term owners as used herein refers to not only the Owner but their agents and assigns, and \_\_\_\_\_ herein after called **Resident(s)**. Whereby Owner leases to Resident with the improvements thereon and furniture as shown in special conditions or on separate schedule, if any. The Property described as, \_\_\_\_\_ located in the City of \_\_\_\_\_, County of \_\_\_\_\_, Kansas, \_\_\_\_\_ herein called the **Property**.  
**PERIOD.** For a period of \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ at 12:00 P.M. Resident(s) understands that this Lease Agreement expires at 12:00 P.M. on the last day of the agreement, and that means that Resident(s) shall be check out of the Property by that time. Unless an extension of this time is granted by Owner, an additional month's rent as provided in this agreement shall be payable by Resident in the event the Resident has not vacated the Property by the termination date and time.
- RENTAL.** At a rental of \$ \_\_\_\_\_ per month (a total of \$ \_\_\_\_\_), to be paid on or before the 1<sup>st</sup> day of each calendar month during the period of this lease, without demand. Rent sent by mail shall not be deemed paid until it is received by Owner. **In the event the entire rent is not received by the 5<sup>th</sup> day of each month at 5:00 P.M. a late charge of 10% of the monthly rental shall be assessed.** Any charges due under this Lease Agreement shall be due and payable as additional rent. Resident agrees that occupancy of the Property for one or more days of a calendar month shall obligate the Resident for a full month's rent and there shall be no apportionment of the rent on a daily basis. **Resident(s) agrees to pay rent in full via one payment instrument at one time (for example one check for entire amount of rent) when due.** All rents shall be made payable to Emerald Property Management, LLC and paid at 200 Southwind Ste 202, PO Box 212, Manhattan, Kansas 66505. Any check returned for any reason will be assessed an additional \$30.00 charge.
- MOVE IN.** The resident must be present for the scheduled move-in inspection. First month's rent is due on or before the move-in inspection. Keys will be given at the move-in inspection.
- SECURITY DEPOSIT.** Resident agrees to pay upon execution hereof a security deposit of \$ \_\_\_\_\_ this amount shall be used to indemnify the Owner in the event of damage to the property by the Resident or failure of the Resident to satisfy the conditions of this agreement. If the Resident attempts to use the security deposit as payment for any rent due or payment for all or part of the last month's rent, the Resident shall forfeit the security deposit. The security deposit shall be held without any interest due to the Resident. If Owner is not provided in writing with a forwarding address, any security deposit refund will be mailed to last known address.
- UTILITIES.** Unless otherwise specified herein, Resident shall pay for all utilities and services used in and about the Property as stated below. The utilities shall be turned on in the Resident's name as of the start date of the lease. Resident shall inform Owner of turn off dates on utilities prior to moving out, yet not before the end of this lease. In the event any utility not provided by Owner rolls over into the Owner's name, an accounting fee of \$50.00 will be assessed to the Resident per utility and occurrence, in addition to any and all charges incurred from the utility.

Utility	Owner's Expense	Resident's Expense
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Water & Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Trash - weekly	<input type="checkbox"/>	<input type="checkbox"/>
Lawn care	<input type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>
Telephone/Cable	<input type="checkbox"/>	<input type="checkbox"/>

6. **PERSONS LIVING IN PROPERTY.** Only the Residents that sign(s) this Lease Agreement shall live in the property. Resident agrees that the Property shall be occupied by no more than \_\_\_\_ adults and \_\_\_\_ children. Failure of the Resident to notify Owner of any change in said number of persons shall constitute a breach of this Lease Agreement. This paragraph shall not, however, exclude reasonable temporary (one week or less) accommodation of Resident's guests and visitors. If the Resident violates this provision they will be served a 14/30 notice and charged \$100.00 in additional rent per month per person per incident. The property shall be used only as a single-family residence. In the event the Property is leased to more than one individual, each of the individuals shall be jointly and severally liable for all sums due under the Lease Agreement and the performance of the terms and conditions thereof.
- INITIAL HERE
7. **SUBLETTING.** Resident shall **NOT SUBLET** in any manner without the prior written consent of the Owner. A one time administrative sublet fee of \$100.00 will be charged prior to the new Resident occupancy. The sublessee(s) are subject to Owner's pre-approval of application **before** subletting the dwelling unit. All required paperwork is to be complete and approved prior to new tenant's occupancy. Written approval from management is required prior to any change in occupancy from current residents signed on this document. Resident's obligations under this agreement shall not be terminated until the Property is re-rented or until this Agreement expires, whichever occurs first. In the event a roommate change is requested, the same process will apply however a fee of \$50.00 per roommate change will be charged upon approval of the roommate change to cover the expenses associated therewith.
8. **APPLICATION:** Resident agrees that any incomplete or fraudulent information provided on the application for tenancy may be grounds for immediate eviction. This action would not negate the financial obligations as stated in this agreement.
9. **RIGHT TO ENTER.** Owner or his agent shall have the right to enter the premises at all reasonable hours after reasonable notice to Resident, 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 to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Owner or his agent may enter the premises without the consent of the Resident in case of an extreme hazard involving the potential loss of life or severe property damage. Resident shall not unreasonably withhold consent to the Owner's or his agent's entry. Resident cannot change or add locks without prior written permission from Owner. Owner shall have the right to place for rent, for sale or other signs upon the Property. Any signs placed upon the Property shall not be removed, altered, or disturbed the Resident.
10. **TERMINATION:** This agreement shall automatically terminate at the end of the term identified herein unless a written agreement between the parties to extend and/or modify this agreement is reached not less than 60 days prior to the termination date herein. Oral agreements are not binding. Resident understands that this lease agreement expires at 12:00 P.M. on the last day of the agreement, and that means that the Resident shall be checked out of the Property by that time unless an extension of said time is granted in writing by Owner. In the event that Resident has not vacated the Property by the termination date and time, the Resident shall be deemed to be acting willfully and not in good faith as holdover Resident. The holdover Resident shall be liable to the Owner for 1 ½ months rent or 1 ½ times the actual damages suffered by the Owner whichever is greater. Owner has the right to show property during last 30 days of occupancy or anytime during the lease with reasonable notice.
11. **MAINTENANCE.** Resident accepts the premises in its present condition and, as part of the consideration of this lease at the specified rental. Owner warrants at the signing of this agreement that the premises are in compliance with KSA 58-2553 which requires compliance with local housing and building codes and maintenance of all systems in good and safe working order. Owner agrees to maintain the premises in accordance with those laws. Maintenance shall be performed between the hours of 8 am to 5 pm Monday through Friday (unless it is an emergency i.e. plumbing, heating) Maintenance and service requests should be submitted in writing to Owner as soon as Resident is aware of a problem or condition. Requests will be taken by phone but must be followed by a written request in order to be valid. If it is an emergency situation involving potential loss of life or severe property damage, a request for maintenance should be phoned in immediately. Requested or required repairs which are deemed to be Resident damage will be billed to Resident. Payment is due with rent the following month.
12. **DUTIES OF THE RESIDENT:**
- a. Keep that part of the premises that such Resident occupies and uses as clean and safe as the condition of the premises permits;
  - b. Remove from such Resident' dwelling unit all rubbish, garbage, and other waste in a clean and safe manner;
  - c. Keep all plumbing fixtures in the dwelling unit or used by the Resident 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 in the premises;
  - e. Resident will pay for misuse to plumbing, windows, doors, walls, cabinets, flooring, or any other aspect of the Premises and repay the Owner for the cost of all repairs made necessary by neglect and careless use of the Premises. Owner shall invoice Resident for any charges, including a reasonable charge for management overhead,

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- for labor and replacement costs of any damaged items other than normal wear and tear;
- f. Resident shall immediately report to Owner and local law enforcement authorities any act of vandalism or burglary causing damage to the Premises;
  - g. Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Resident or by any person or animal or pet on the premises at any time with the express or implied consent of the Resident;
  - h. 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 Resident, to engage in conduct that will disturb the quiet and peaceful enjoyment of others;
  - i. Obey all laws, ordinances, and homeowners association rules. In the event that Resident is found to be in violation of any applicable laws or ordinances, such violation may be grounds for immediate eviction. In the event that any fines, fees or other charges are assessed by reason of Resident, Resident' guests or invitees actions or inactions said fines, fees or other charges shall be due from Resident as additional rent.
  - j. No alterations or redecorating of any kind shall be made without the prior written consent of the Owner;
  - k. Resident is prohibited from adding locks to or in any way altering locks installed on the doors;
  - l. Resident is prohibited from using hanging tabs on the walls which use an adhesive backing;
  - m. The sidewalks, entries, passages, and stairways on the outside of the dwelling unit shall not be obstructed or used for any other purpose than for ingress and egress to and from the respective premises;
  - n. All damage to the premises caused by the moving or carrying of furniture, packages or articles therein shall be paid for by the Resident;
  - o. No outside antenna or wiring of any type for radio, T.V. electronic or similar equipment is permitted without the prior written consent of the Owner;
  - p. During cold weather resident agrees to keep the thermostat at a minimum of 60 degrees Fahrenheit;
  - q. Resident shall park in designated areas only. No recreational vehicles, boats, trailers, inoperable vehicles , and the like shall be parked on any part of the premises, without prior written permission from Owner;
  - r. Resident shall not play musical equipment or instruments at such hours and at such volume as to disturb others;
  - s. No water beds shall be allowed on the premises without the prior written consent of Owner.

### 13. CRIME FREE PREMISES:

- a. Resident shall not engage in conduct, which is unlawful (including drug-related criminal activity), or allow any person with their expressed or implied permission to engage in conduct that is unlawful on or near the premises;
- b. Resident shall not engage in conduct, which in the Owner's discretion endangers the health or safety of other residents, or allow any person with the expressed or implied permission of Resident to engage in conduct that in the Owner's discretion endangers the health, safety, or welfare of the Owner, his agent, or other tenants or involving imminent or actual serious property damages;
- c. Absolutely no firearms, explosives or other weapons shall be kept on or near the premises;
- d. Resident or any guest or invitee of the Resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, premises or otherwise;
- e. In the event the Resident or any guest or invitee of the Tenant is accused, convicted or diverted for any offense occurring in or around Tenants' leased Premises shall be considered a violation of the Crime Free Premises Provision;
- f. Violation of any of the Crime Free Premises provisions shall be a material and irreparable violation of this Lease Agreement and good cause for termination of this agreement. A single violation of any provision of the Crime Free Premises provisions shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of this lease a. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

**14. NOTICE OF DAMAGE:** The Resident shall notify the Owner or his agent promptly of any damage caused by the Resident, Resident' guests or invitees, or animals, and any damage to the premises of which the Resident has knowledge.

**15. NON-LIABILITY OF OWNER AND RENTER'S INSURANCE.** Resident agrees that neither the Owner nor its agents shall be liable for any damages or injury to the Resident, Resident's guests or invitees, or to any person, entering the Property, nor personal property, goods or chattels therein resulting from any accident or incident, resulting from circumstances beyond Owner's control. Except in the case of Owner negligence and except in the case in which a "good faith" effort is not made by Owner to remedy the situation. Resident is required maintain renter's insurance and provide Owner proof of said insurance prior to occupancy. The owner does not provide insurance which covers the Resident's property nor personal possessions. \_\_\_\_\_

INITIAL HERE

**16. PETS.** No birds, animals, reptiles, fish or other pets of any kind shall be kept on the Property. If Resident violates this provision they will be served with a 14/30 notice and charged \$100.00 in additional rent per incident.

17. **DEFAULT** : The violation of any of the covenants of the agreement or the non-payment of any rent due and unpaid shall be sufficient cause for eviction from the premises.
18. **SMOKE DETECTORS**: Resident acknowledges that there are smoke detectors in the rental unit which are operational. Resident shall not in any way disable said smoke detectors. The Resident shall be responsible for replacement costs or service costs on the smoke detector due to the Resident manipulation of the units. If the smoke detector(s) is battery operated, it shall be the responsibility of the Resident to replace the battery as needed.
19. **PESTS AND INFESTATIONS**: Resident acknowledges that the Property is free from all pests and infestations. Resident shall maintain the premises in this manner. In the event that extermination for any type of pest or infestation becomes necessary, the costs thereof may be assessed to the Resident.
20. **CARPET CLEANING**: All carpets shall be professionally cleaned before the Resident' possession of the premises. The Resident shall be responsible for having the carpets professionally cleaned prior to move out. Cleaning must take place after all personal belongings are removed. At the move out inspection, Resident shall provide written proof showing the date on which the carpets were shampooed and cleaned from a professional carpet cleaning company. If the Resident fails to have the carpets professionally shampooed and cleaned, fails to provide written proof of such, or if the Resident cleans the carpets unsatisfactorily, Owner reserves the right to professionally clean the carpets upon the Resident' vacating the Premises and charge the Resident accordingly. Steam cleaning of the carpets with a Rug Doctor or similar machine is not acceptable.
21. **MOVE OUT**. All residents must call to schedule move-out inspections prior to moving out. Residents must all be present for move-out inspection. All resident's belongings should be removed from the property and all cleaning shall be completed prior to the scheduled check out appointment. If the property is NOT ready to be inspected at the time of the appointment (all furniture removed, all keys returned and unit cleaned and empty) a \$25.00 re-inspection fee will be assessed
21. **DISCLOSURES**: The person authorized to manage and act for or on behalf of the owner for the purpose of receiving notices and demands this premises is: Emerald Property Management, LLC whose address and telephone number are: 200 Southwind Ste 202, PO Box 212, Manhattan, Kansas 66505 (785)597-9000
22. No oral agreements or representations by the Owner or its agents, or the Resident shall be binding on either party. The parties acknowledge that they are bound by the provisions of the Kansas Residential Owner and Tenant Act.
23. This lease agreement encompasses the entire agreement. The terms of this Agreement and all rights and obligations hereunder shall be governed by laws of the State of Kansas. This agreement is deemed separable, so that if any sentence, provision or section hereof, or any part thereof, shall be deemed invalid, it shall not be deemed to effect the validity of the remaining provisions thereof.
24. **SPECIAL CONDITIONS**. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease agreement and will supersede any conflicting provisions of this Lease Agreement form. The lines below will be checked for those that apply.

<input type="checkbox"/>	Furnace filters to be changed by Resident every 3 months or sooner.
<input type="checkbox"/>	Air conditioner shall be hosed down and cleaned every week during usage.
<input type="checkbox"/>	No vehicles may be parked on the grass at any time. Owner may have any unauthorized or illegally parked vehicles towed at the vehicle owner's expense.
<input type="checkbox"/>	Resident shall be responsible for caring for the yard including mowing services. Resident shall not allow any part of the yard to become more than six (6) inches tall. In the event that the Resident fails to keep the yard mowed to a height of less than six inches and said condition exists for more than three (3) days, any costs of mowing the yard may be charged to the Resident.
<input type="checkbox"/>	Resident shall keep the yards free of debris, and/or materials that may become unsightly or a detriment to the appearance of the premises. In the event the Resident fails to do so, the Resident may be charged for any costs related to the Resident failure to keep the yards thereof free of debris, and/or materials that may become unsightly or a detriment to the appearance of said premises.
<input type="checkbox"/>	Resident will rake and dispose of tree leaves as they fall. Gutters & down spouts must be kept free of leaves.
<input type="checkbox"/>	Resident is responsible for keeping the sidewalks clear of all debris including the removal of snow and ice within 24 hours of any occurrence. In the event the Resident fails to keep the sidewalks free of all debris including the removal of snow or ice, the Resident may be charged with the costs thereof. Resident is responsible for snow removal of walkways, sidewalks, and driveway.
<input type="checkbox"/>	Resident shall not place or use exterior cooking grills near or around the apartment building.
<input type="checkbox"/>	Resident will provide home and work telephone numbers as well as email address and post office box numbers.
<input type="checkbox"/>	Resident agrees to pay a key replacement fee of \$50.00 per lost key, and a lockout fee of \$50.00 from 8:00 a.m. to 5:00 p.m. Monday through Friday, and a lockout fee of \$100.00 from 5:01 p.m. to 7:59 a.m. Monday through Friday and any time on Saturday or Sunday. If not paid at the time of service, said fees shall be deemed additional rent.

25. **LEASE AGREEMENT ADDENDUMS.** This Lease Agreement has been executed in multiples originals, each with original signatures, one for you and one or more for us. The items checked below are attached to this Lease Agreement and are binding even if not initialed or signed.

<input type="checkbox"/>		Rules and Regulations Addendum
<input type="checkbox"/>		Co-Signature Addendum
<input type="checkbox"/>		Military Clause Addendum
<input type="checkbox"/>		Section 8 Addendum
<input type="checkbox"/>		Lead Paint Disclosure
<input type="checkbox"/>		Pets Addendum
<input type="checkbox"/>		Subleasing Agreement
<input type="checkbox"/>		Billable Work Addendum
<input type="checkbox"/>		Letter of Understanding
<input type="checkbox"/>		Tenant Request Policy
<input type="checkbox"/>		Maintenance & Emergency Policy
<input type="checkbox"/>		Apartment Standard
<input type="checkbox"/>		Partial Renewal Security Deposit Addendum
<input type="checkbox"/>		Other Agreements:

**FAILURE TO TAKE OCCUPANCY:** This is a legally binding contract which is enforceable in a court of law. Upon signing this lease, you are agreeing to fulfill all obligations set forth in this agreement including the payment of rent. **Changing your mind, leaving school, or any personal life or circumstance change will not relieve you of your legal obligations under the lease agreement including but not limited to paying rent.** If you do not move into the Property on the start date of this lease agreement, we may assume that you desire to assign the unit and will make reasonable efforts to find an approved assignee. However, you will be responsible for all rent and charges due under this lease agreement until such time as the agreement expires or an assignee is found. By their signatures the resident(s) acknowledge that they have read this entire agreement and all of its terms and conditions were explained to their satisfaction. This agreement contains all agreements between the parties herein and any agreements not contained herein shall not be binding. Resident acknowledges a receipt of a copy of this lease.

EXECUTED and Dated: \_\_\_\_\_.

\_\_\_\_\_  
 Resident (Print & Sign)

\_\_\_\_\_  
 Resident (Print & Sign)

\_\_\_\_\_  
 Resident (Print & Sign)

\_\_\_\_\_  
 Resident (Print & Sign)

Emerald Property Management LLC, agent for Owner

By: \_\_\_\_\_

(rev. January 22, 2008)