

Greenamyre Rentals, Inc. Lease Agreement

This lease made this _____ day of _____, 20____ by and between:

(LEASING AGENT TO CIRLE ONE)

Greenamyre Rental, Inc.

Development, Inc.

Property Management & Maintenance, Inc.

G & G, LLC

Mailing Address:

2500 South 2nd Street

Leavenworth, Kansas 66048

of Leavenworth County, Kansas (OWNER/LANDLORD) and Greenamyre Rentals, Inc. (LEASING AGENT), and _____ of _____ (TENANT).

1. The LANDLORD, in consideration of the rents, covenants and agreements of the TENANTS hereinafter set forth, does hereby let, lease and rent to the TENANTS to have and to hold for a term of _____ months and _____ day commencing on the _____ day of _____, 20_____ to the _____, day of _____, 20_____ at the following property situated in Leavenworth County, Kansas at the Address: Address:

Furnished (____) or Unfurnished (____)

At the end of the current term, lease shall continue on a month-to-month basis, unless otherwise negotiated. Tenancy will be terminated *immediately* upon the discovery of criminal activity that threatens the health, safety, and/or right to peaceful enjoyment of the premises by other TENANTS or any drug-related criminal activity on or near such premises, engaged in by a

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TENANT, any member of the TENANT's household, or any guest or other person under the TENANT's control.

2. The TENANTS, in consideration of the lease of the premises as set forth herein, covenant and agree to pay the LANDLORD, its heirs, successors, or assigns, as rent for the same at the rate of \$_____ per month, payable in advance on the 1st day of each month. A security deposit of \$_____ is also to be collected before the TENANT moves into the residence. **THE LANDLORD HAS THE OPTION OF AN AUTOMATIC LATE FEE OF \$20.00 TO BE APPLIED TO THE ACCOUNT IF RENTS DUE ARE NOT PAID BY THE FIFTH (5th) DAY OF THE MONTH. A \$50.00 FEE WILL BE ADDED FOR ALL RETURNED NON-SUFFICIENT FUND CHECKS.**

3. The TENANTS hereby agree to pay for any damages that they or members of their family, guests or pets may cause to the property herein described during the term of the lease, usual fair wear and tear expected, and shall deposit a Damage Deposit in the amount equal to one month's rent, the receipt of which is hereby acknowledged. The LANDLORD may withhold from the Damage Deposit only what is reasonably necessary to cover damages.

The TENANTS shall have _____ pet(s) of the following type(s):
_____.

The TENANT agrees that the sum of \$_____ will be retained in addition to any other deposits as a "Pet Deposit". Further, the TENANT agrees to pay an additional monthly sum of \$_____ as a "Pet Rent" with the same terms and conditions of all other rents due.

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4. Utility charges are to be paid as follows:

Item:	To be paid by:
Electricity	TENANTS/LANDLORD
Water	TENANTS/LANDLORD
Gas	TENANTS/LANDLORD
City Sewer Charges	TENANTS/LANDLORD
Refuse Collection	TENANTS/LANDLORD
Lawn Service	TENANTS/LANDLORD

5. The TENANTS further covenant that at the expiration of the time mentioned in this lease, they will give peaceable possession of the premises to the LANDLORD and will not suffer any waste, or assign this lease, nor underlet, nor permit any other person or persons to occupy the property described in this lease, nor give accommodations to any roomers, lodgers, or other persons by their act, process or operation of law, or any manner whatsoever, without the written consent of the LANDLORD, not to use or occupy said premises for any purpose other than a dwelling, and shall comply with all city ordinances and laws of the State of Kansas.

6. The occupants of said premises are limited to the following named persons ONLY:

7. TENANTS AGREE WITH THE LANDLORD THAT THIS RENTAL UNIT IS SATISFACTORILY CLEAN AND ACKNOWLEDGE THE REQUIREMENTS OF LEAVING IT IN A CLEAN AND SATISFACTORY CONDITION AS DETERMINED BY THE LANDLORD. ALL CARPETS HAVE BEEN PROFESSIONALLY CLEANED PRIOR TO OCCUPANCY AND ARE TO BE PROFESSIONALLY CLEANED BY THE TENANTS UPON DEPARTURE. ANY/ALL EXCEPTIONS WITH THE CONDITION OF THE PROPERTY AT MOVE-IN ARE TO BE NOTED ON THE STANDARD "MOVE-IN & MOVE-OUT FORM" PROVIDED TO THE TENANT WITHIN FIVE DAYS OF TENANCY.

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8. At the expiration of the term hereof created, or if default is made, or upon breach of any of the covenants and agreements herein contained, or for the non-payment of rent as aforesaid, the LANDLORD, or its agents, shall have the right to enter and take possession of the premises and the TENANTS agree to deliver, and that this lease, at the option of the LANDLORD, shall terminate. But for this cause, the obligation of the TENANTS to pay shall not cease and they shall be liable for any loss or damage to the LANDLORD for their failure to comply with this lease.

9. Requested maintenance will be completed during the normal workday of our maintenance person or persons hired by LANDLORD for repairs or maintenance purposes. A key will be provided to the vendor so the required work can be completed in a timely manner if TENANT is unable to be at residence. The LANDLORD shall have the right to enter the dwelling unit at reasonable hours, with 24 hours notice to the TENANT, in order to inspect the premises, make necessary repairs, alterations or improvement, supply necessary or agreed services, or exhibit the dwelling unit to appraisers, prospective or actual purchasers, mortgages, TENANTS, workmen or contractors.

10. IN THE EVENT THAT THE TENANTS RECEIVE A PERMANENT CHANGE OF STATION ORDER, THE TENANTS MAY TERMINATE THIS LEASE UPON GIVING AT LEAST FIFTEEN (15) DAYS WRITTEN NOTICE, WHICH ALL SHALL HAVE ATTACHED A COPY OF THE OFFICIAL ORDER OR A LETTER SIGNED BY HIS COMMANDING OFFICER OR SUPERVISOR, REFLECTING THE CHANGE WHICH WARRANTS TERMINATION UNDER THIS CLAUSE. THE PURPOSE OF THIS CLAUSE IS TO ALLOW FOR TERMINATION IN THE EVENT TENANTS, FOR UNFORESEEN REASONS, ARE PREVENTED FROM COMPLETING THEIR ASSIGNMENT AT FORT LEAVENWORTH, KANSAS, BUT IS NOT TO BE USED TO SHORTEN THE ORIGINAL TERMS MERELY TO FACILITATE AN EARLY DEPARTURE FROM THE AREA AT THE COMPLETION OF THE FORT LEAVENWORTH, KANSAS TOUR OF DUTY OR TO OCCUPY POST HOUSING.

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11. If TENANTS remain on premises following the date of their termination of tenancy, they are “holding over” and become liable for rental charges equaling one and one half (1 ½) times the pro-rated daily amount of their then current monthly rent for every day they hold over.

12. The TENANTS are required to comply with the following rules:

- a) All inoperative, deserted or unlicensed vehicles shall be removed from the premises at the expense of the TENANTS.
- b) No repair to cars of any kind shall be allowed on the premises. No motorcycles shall be placed in any dwelling or apartment house other than the garage area.
- c) NO TRASH OR DEBRIS WILL BE ALLOWED TO BE PLACED ANYWHERE ON THE PREMISES EXCEPT IN TRASH COLLECTION CONTAINERS. TRASH IS TO BE PUT OUTSIDE AT THE CURB ON THE DAY OF COLLECTION FOR CITY PICK - UP OR PLACED IN THE TRASH BIN ON SITE. ALL TRASH IS TO BE PLACED IN PROPER PLASTIC TRASH BAGS AND TIED.
- d) Nothing is to be attached to the buildings, outside or inside, without written permission from the LANDLORD. TENANTS AGREE NOT TO ALTER OR DECORATE THE DWELLING WITHOUT FIRST OBTAINING LANDLORD’S PERMISSION. Decorations include painting and wallpapering. When approved by LANDLORD, TENANTS’ plans for alterations and decorations shall bear a determination regarding ownership. If TENANTS are able to convince the LANDLORD that the TENANT can remove the alterations or decorations and restore that part of the dwelling to its original condition, then the LANDLORD may grant TENANT the right to remove them. Otherwise, any alterations or decorations made by TENANTS become the property of LANDLORD when TENANTS vacate.
- e) THE LANDLORD HAS OBTAINED INSURANCE TO COVER FIRE DAMAGE TO THE BUILDING ITSELF AND LIABILITY INSURANCE TO COVER CERTAIN PERSONAL INJURIES OCCURRING AS A RESULT OF PROPERTY DEFECTS OR OWNER NEGLIGENCE. THE LANDLORD’S INSURANCE DOES NOT COVER TENANTS’

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POSSESSIONS OR TENANTS' NEGLIGENCE. **TENANTS should obtain an insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence or the negligence of others.**

TENANTS agree that they will do nothing to the premises nor keep anything on the premises, which will result in an increase in the LANDLORD'S insurance policy or an endangering of the premises. Neither will they allow anyone else to do so.

- f) All areas of any building, which are below the surface of the ground outside, are subject to moisture and wetness. The LANDLORD is not responsible if these areas should become wet or moist of any cause whatsoever.
- g) Use the street or off-street paved parking lot provided.
- h) Use only picture hanging devices designed to cause minimum damage to the walls.
- i) Notify LANDLORD immediately of any conditions needing correction. These problems include, but are not limited to: interior and/or exterior mechanical, plumbing, electrical and/or structural. Failure to do so may result in loss of deposit, eviction or assessment of damages being levied on TENANT(S).
- j) The LESSEE should not enter into an assignment or sublease without the written consent of the LANDLORD.
- k) The LESSEE agrees to use the premises only as a residence. The LESSEE shall not use or allow the leased property or any part thereof to be used or occupied for any unlawful purpose or in violation of any law, ordinance or regulation. TENANTS agree to comply with all laws and ordinances affecting subject property.
- l) TENANTS ARE ENTITLED TO QUIET IN THEIR OWN DWELLING. TENANTS AGREE TO REFRAIN FROM MAKING LOUD NOISES, DISTURBANCES AND TO KEEP THE VOLUME OF THEIR MUSIC/TV/MOVIES AT A VOLUME SO AS NOT TO DISTURB OTHER PEOPLE'S PEACE AND QUIET. CONTINUED DISRUPTION OF NEIGHBORING TENANTS IS GROUNDS FOR TERMINATION OF THIS LEASE.

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- m) THE CHARGE FOR THE LANDLORD TO RESPOND TO A LOCKOUT DURING NORMAL BUSINESS HOUR (MONDAY-FRIDAY, 8:00 A.M. - 5:00 P.M) IS \$20.00. THE CHARGE FOR THE LANDLORD TO RESPOND TO A LOCKOUT ANY OTHER TIME OR ON A PUBLIC HOLIDAY IS \$30.00.
- n) As of the date of this agreement, LANDLORD warrants that the dwelling's sewage drains are in good working order and that they will accept normal household waste for which they were designed. TENANTS agree to pay for clearing the drains of any and all stoppages except those caused by defective plumbing, tree roots, or acts of God.
- o) If and when TENANTS install a telephone they will furnish the LANDLORD with the number within five calendar days. When divulging the number, TENANTS shall advise LANDLORD whether the number is listed or unlisted. If it is unlisted, LANDLORD agrees to take reasonable precautions to keep it from falling into the hands of third parties.
- p) TENANTS agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining LANDLORD'S written permission.
- q) The LANDLORD reserves the right to make such amendments, additions or changes to the above rules of occupancy, as the LANDLORD may deem necessary. Default in any one or more of the above rules or any amendments or additions thereto are a default under said lease.

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- 13.** The covenants herein shall extend to and be binding upon the heirs, executors, successors and administrators of the parties of this lease.

LANDLORD: As indicated on Page 1

By: _____ Date: _____

TENANT(S): _____

By: _____ Date: _____

By: _____ Date: _____

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