

PROPERTY RENTAL AGREEMENT

McDonald Standley Investments, LLC, 325 Main Street, Saint Paul, KS 66771 620-238-6506

TERM: The rental term begins on _____, (hereinafter referred to as "Commencement Date") and shall terminate at 11 am on _____. Lessee shall vacate the premises upon termination of the Agreement, monthly rate shall be rate agreed upon by Lessor and Lessee, or as allowed by law; all other terms and conditions of this Agreement shall remain in full force and effect.

RATES: Home rate shall mean all monetary obligations owed from Lessee and Lessor under the terms of this Agreement.

- (1) **Amount:** The total rent for the term hereof is the sum of \$_____ per **MONTH** for the term of the agreement on address: _____.
- (2) **Deposit:** Deposit is equal to one month of rent due upon signing of rental agreement.
- (3) **Rental Fee:** House rental fee is due by the 5th of every month.
- (4) **Early Termination:** In the event of early termination, Lessee is required to pay a deposit fee which will then become non-refundable for failure to complete full agreement.
- (5) **Payment Information:** All payments by checks must be made out to the McDonald Standley Investments, LLC All forms of payments are accepted and will be given/sent a receipt.
- (6) **Late Fee:** If you are late in making your payment \$25.00 will be charged on the first day, then \$10.00 a day for every day after that.

If any payment is returned for non-sufficient funds, stop payment, or account closure by Lessee's bank, the Lessor may charge appropriate fees, according to bank charges, and as detailed in the Late Charge Section Above.

DAMAGE TO PREMISES: If, by no fault of Lessee, Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable, cause to render the premises totally or partially uninhabitable, either Lessor or Lessee may terminate this agreement by giving the other a written notice. Rental fee shall be prorated from time of notice to end of month and money refunded for remainder of that month. If the agreement is not terminated, Lessor shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Lessee's reasonable use of the premises. If damage occurs because of an act of Lessee or Lessee's guests, only Lessor shall have the right of termination, and no reduction in rent shall be made and we may exercise our right to evict. X_____

INSURANCE: Property owner carries full coverage of insurance on premises and can provide a copy to renters, if necessary, renters are required to carry their own renter's insurance to cover their own property in-case they are at fault for damage to home.

RETURNED CHECKS: Lessee acknowledges that the issuance of a returned check may cause Lessor to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the financial institution, for any addition, Lessee shall pay a \$100.00 returned check fee. All fees, late fees, and service charges incurred by the Lessee as well as any expenses including reasonable attorney's fee incurred by Lessor in instituting and prosecuting any actions by reason of any default of Lessee hereunder shall be deemed to be additional rent and shall be due from Lessee to Lessor immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

USE OF PREMISES: Lessee shall comply with all laws, ordinances, rules, and orders of all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

CONDITION OF PREMISES: Lessee stipulates, represents, and warrants that Lessee has examined the premises, and that they are at the time of this lease in good order, repair, and in a safe, clean, and leasable condition. Lessee has examined and determined that all appliances and fixtures, if any, including smoke detector(s), are clean and in operable condition, within moment of stay. X_____

GUEST: Guest are not allowed to stay in the house for long periods of time. If the lessor takes on a roommate to help with expenses, they too must be added to the rental agreement with the terms of their stay stated on the application. If a person is found to be staying there and you did not contact our office, we may exercise our right to evict you from the property.

LOCKS, DOOR CODE: The lessee shall be issued a (Key or Door Code) to the property and upon signing this agreement. In the event the Lessee loses the keys that were issued at the signing of this agreement and the Lessee requests more keys from the Lessor, the Lessee will be required to pay in advance for key requested.

LEAD PAINT DISCLOSURE: Any property built before 1978. Housing built before 1978 may contain lead-based paint, paint chips and dust can cause health hazards if not managed properly. Lessor currently has no knowledge of this home containing any lead-based paint.

UTILITIES: Please be sure that when you move in, call the City of Chanute Utilities department to get utilities switched to your name, you will need a driver license, social security card and this rental agreement.

VEHICLE PARKING: You may park in the driveway, garage if rented with house, or on the street; the yard is not to be damaged by ruts.

CRIMINAL ACTIVITY: No criminal activity will be allowed on the premises by anyone on the grounds or inside the property. Criminal activity is defined as anything against the law. If the law is called to your property for any reason involving domestic altercations, loud noises, or music we may exercise our right to have you evicted.

TERMINATION OF THIS AGREEMENT: Disturbing the neighbors, destruction of property, living conditions that are not safe or can cause damage to the property, domestic violence, dating violence, sexual assault, and stalking will not be tolerated.

VACATING PREMISES: Upon the termination of the Agreement, Lessee shall surrender the premises in as good a state and condition as they were at the commencement of this agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

- (1) All personal property removed from home.
- (2) Keys if issued returned to Lessor.
- (3) Removing all vehicles from premises.
- (4) Removal of all persons from premises.

PETS: Pets are allowed on the premises if they are animals that are well behaved and will not destroy the carpeting, walls, floors of the home. There will be a pet deposit of \$200.00 per pet under 25lbs and \$400.00 per pet over 26lbs that will be a non-refundable fee to have all carpets cleaned. The Lessee must have carpets in the home cleaned quarterly to help maintain their new look.

WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

RECORDING OF AGREEMENT: This agreement shall not be recorded at any public records office. If this agreement shall be recorded, Lessor shall be entitled to all rights and remedies that it has at Law or in equity.

GOVERNING LAW: This agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Kansas.

SEVERABILITY: If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

CONSTRUCTION: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

NON-WAIVER: No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

MODIFICATION: The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all the parties hereto.

TIME OF ESSENCE; ENTIRE CONTRACT: Time is of the essence. All understandings between the parties are incorporated in this agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

AGREED:

As to Lessor on Date: _____

LESSOR: _____ **LESSOR:** _____

As to Lessee on Date: _____

LESSEE: _____

McDonald Standley Investments, LLC
Authorized Property Manager

The following people will be living in the house:

