

RESIDENTIAL RENTAL CONTRACT

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.

LANDLORD: Bluestem Enterprises, LLC

LESSEE(S) _____

CONTRACTED PREMISES: Apartment, located at 1860 Anderson Avenue, Apt # _____ Manhattan, KS 66502, to be used and occupied by said Lessee as a residence, and for no other purposes for the term of this contract.

CONTRACT: This contract shall be for a minimum period from 5 p.m. _____ 2023 to 10 a.m. _____ 2024. It is expressly understood that this contract 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 enrolled in a college in this community, 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 Landlord would suffer damages if this contract is breached prior to the expiration of the term provided for, including cleanup cost, re-rental commissions, and advertising costs. Therefore, the parties agree that if this contract is breached prior to the expiration date, Landlord 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 contract and all damages to the Premises, in excess of the security deposit.

Lessee, in consideration of the covenants and agreements made herein by Landlord, leases said Premises and does hereby promise to pay the sum of \$ _____, (\$ _____ term total), Each month with payment to be made on the first day of each month. All payments to be made online through the web site "Apartments.com" by debit or credit card or ACH, with payment due by the 1st of each month.

Lessee shall pay a \$30.00 late fee on unpaid balances whose payment is not processed by Apartments.com by the 5th of the month, with an additional \$5.00 accrued for each day payment is late thereafter (for example, a payment received on the 7th of the month would include a \$40.00 late fee.)

If Lessee is more than one individual, each individual Lessee shall be jointly and severally liable for the total rent due, including any fees, regardless of whether Lessee typically pays the rent in collective or individual payments.

CONDITIONS OF LEASE:

- 1 SECURITY DEPOSIT:** A security deposit of (\$400.00) shall be held by the Landlord 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, provided that, upon inspection, the Premises are found to be in as good condition as that at the beginning of the contract, normal wear and tear expected; and provided that the covenants, agreements, and conditions on the part of the Lessee have been complied with entirely. The Lessee must follow proper checkout procedures and agrees to provide Landlord with forwarding address. 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 Landlord/Tenant Act.
- 2 SEVERALTY:** In the event the Premises are rented to one or more individuals, each of the individuals shall be JOINTLY AND SEVERALLY LIABLE for the entire rent due and the performance of the terms and conditions of this rental contract. Each individual acknowledges that there is joint and several responsibilities 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.
- 3 CARE OF THE PREMISES:** Lessee accepts the Premises in the present condition. Tenant agrees to complete the Check-in Inventory form at the time of moving in to note any defects therein. Lessee agrees to keep and maintain the Premises in good clean condition, and to make no alterations or additions thereon or therein without the written consent of Landlord. The Lessee will pay for misuse to plumbing, windows, doors, walls, cabinets, flooring, or any other aspect of the Premises and repay the Landlord for the cost of all repairs made necessary by neglect and careless use of said Premises. Landlord 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 Landlord and local police authority any act of vandals or burglars causing damage to the Premises. The Lessee agrees to promptly report any repairs that need to be made to the property to the Landlord. No Tenant incurred expense shall be deducted from the monthly rent under any circumstances whatsoever.
- 4 UTILITIES:** Lessee shall maintain the following utilities at the Premises: electricity and/or gas, water and sewer service, and trash. Lessee shall pay for all utilities required by this Agreement or desired by Lessee.

Lessee shall pay: electricity and/or gas, water and sewer, trash, phone, internet and cable TV fees. 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 be responsible for removing Lessee's name from any utility accounts upon lease expiration.
- 5 SUBLEASING:** Lessee may sublease with approval of the Landlord. If subleasing is required, Lessee acknowledges and agrees that Lessee is still obligated under this contract for rent and utilities until expiration of this contract. We strongly suggest that should you sublease you collect a security deposit from your sublessees.
- 6 LEASE TERMINATION:** This rental contract shall automatically terminate at the end of the term identified herein. Should Lessee wish to sign a new lease for another year they shall be required to notify the Landlord of their intention to sign a new lease by **December 20, 2024**. Lessee understands that this rental contract expires at 10:00 a.m. on the last day of the rental contract. Landlord has the right to show the Premises to prospective tenants at any time during the lease.
- 7 NONLIABILITY OF LANDLORD & RENTER'S INSURANCE:** Lessee covenants that neither the Landlord nor its agents, employees, or either, shall be liable for any damages or injury to the Lessee, Lessee's guests or invitees, or to any person entering the Premises or building

of which the Premises are a part, nor to furniture, personal property, goods or chattels therein resulting from any accident or incident, resulting from circumstances beyond Landlord's control. Except in the case of Landlord negligence and except in the case in which a "good faith" effort is not made by Landlord to remedy the situation, Lessee agrees to indemnify and save Landlord, its agents, and employees, harmless from claims of every kind and nature. Lessee agrees that Lessee has been advised by Landlord to secure renter's insurance for Lessee's personal property.

- 8 **RIGHT OF ENTRY & INSPECTION:** Landlord reserves the right at all times to enter the said Premises in case of emergency. Landlord reserves the right at all reasonable times, and upon reasonable notice to enter said Premises for making inspections, repairs, alterations, or improvements, to show the Premises for re-renting, to quiet disturbances, and to correct any breach of the contract or the Rules, Regulations and Responsibilities. In the event Lessee notifies Landlord of necessary repairs, Landlord shall have the right to enter the Premises at reasonable hours for the purpose of making such repairs without further notification to Lessee. Lessee cannot change or add locks without prior written permission from Landlord.
- 9 **DEFAULT:** Upon the failure of the Lessee to make any payment of rent when it is due, or if the Lessee should breach any other covenants, agreements, or conditions herein contained, or if the Premises are abandoned, deserted, or vacated, then at the option of the Landlord or its agents, this contract may be terminated, and the Landlord may reenter and repossess the said Premises and remove and evict each and every Lessee and occupant, in accordance with the Kansas Landlord Tenant Act and other law. In the event of reentry by the Landlord, it is herein provided that Lessee shall be liable for damages to said Landlord for all loss sustained, to include the entire unpaid balance of rent for the term then remaining or any rent lost due to re-lease of the said Premises, and such reentry shall not be deemed an acceptance by the Landlord or a surrender or otherwise constitute a release of Lessee.
- 10 **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 the Lessee for their units and any spread thereof to adjoining units.
- 11 **ABANDONED 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 Landlord may remove, keep and/or dispose of such property, at Landlord's discretion, without any liability to Landlord. If costs are incurred in disposing of abandoned property, such costs will be assessed to Lessee.
- 12 **NO SMOKING:** "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, or in the common areas of the building where the Tenant's dwelling is located, including hallways, laundry rooms, stairways. Nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 13 **RULES AND REGULATIONS:** The Lessee shall be bound by the Rules, Regulations and Responsibilities attached hereto and incorporated herein. Landlord reserves the right to make reasonable changes to said Rules, Regulations and Responsibilities as required for the proper and orderly care, operation, and maintenance of the Premises, buildings, and appurtenances. Upon notice to Lessee, such changes shall become part of this contract. Failure of Lessee, Lessee's guests or invitees to comply with and observe the Rules, Regulations and Responsibilities shall constitute a breach of this contract.
- 14 **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, Landlords 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 has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. By signing this rental contract, Lessee acknowledges that they have received copies of all information listed above and they have received the pamphlet *Protect Your Family From Lead in Your Home*.
- 15 **SEVERABILITY:** This lease is subject to the Kansas Residential Landlord and 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 agreement shall be held invalid, such provision shall be deemed severed from this lease without affecting the validity of the remaining provisions.
- 16 **ASSIGNMENT OF LEASE:** Owner reserves the right to assign the lease, should ownership change.

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 agreement on this, the ____ day of _____

By _____ **Manager for Bluestem Enterprises, LLC/Owner & Landlord**

Lessee(s) Date

Lessee(s) Date

RENTAL RULES, REGULATIONS & RESPONSIBILITIES – Lease Attachment

Bluestem Enterprises, LLC

By signing this document of RENTAL RULES, REGULATIONS & RESPONSIBILITIES TENANT APPLICANT AGREES to cooperate with the following rules and conditions as stated:

1. Pianos, televisions, stereo, and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be played audible outside the leased premises between 10 o'clock p.m. and 8 o'clock a.m. Each tenant is required by his or her lease to conduct himself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
2. No alcoholic containers larger than 2 gallons allowed. (Kegs) Violation will result in \$100 fine.
3. Profane, obscene, loud or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and tenant obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in said or adjoining premises. The Landlord may terminate this Agreement for: criminal activity that threatens the health, safety, 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 tenant, any member of the tenant's household, or any other person under the tenant's control.
4. The common area of the premises such as halls, stairways, laundry rooms, trash containers, driveways, parking lots, and entrances or exits to the building shall be used for their appropriate purposes such as entrances or exits. Tenant shall not use any of these common areas for any other purpose. All of these areas which are used for entrance and exits must be kept free of any personal property. Personal property found in the common areas shall be considered abandoned and disposed of.
5. All cars in the lots must be licensed and operable. Any car not, will be towed at owner's expense. Washing and repair of motor vehicles anywhere on the premises is not allowed. Under no circumstances is a car or truck to be driven on lawns. Boats, campers, trailers, or vehicles not used for daily transportation shall not be parked on the premises without special permission of the management. Park in designated areas only.
6. All garbage, rubbish, and other waste from dwelling unit should be put into garbage bags and disposed of promptly and in a clean, safe manner and placed in garbage containers. Any tenant(s) not disposing of garbage properly will be charged a maintenance fee.
7. Utilities, for which Tenant is responsible, are to be transferred PRIOR to occupancy and should remain turned on until end of lease term. Use utilities provided by Landlord in a reasonable and not wasteful manner.
8. During cold weather Lessee will keep the thermostat at a minimum of 55 degrees Fahrenheit.
9. Mailbox keys if applicable are provided to each apartment. No duplicates are kept by the Landlord. Should the tenants lose this key, please contact the Manhattan Post Office who will replace the lock at a charge to the Lessee.
10. No signs, notices, flags or advertisements shall be attached or displayed by tenants on or about the premises without written consent
11. No additional locks may be put on any door without consent of the Landlord, nor shall any locks be changed by tenants without the consent of the Landlord.
12. Lessee must maintain the thermostat at a minimum of 55 degrees Fahrenheit when outdoor temperatures will drop to freezing or below.
13. Light bulbs are furnished at the time of occupancy. Thereafter, tenants will replace all bulbs at tenant's expense. At checkout, tenants are responsible for all bulbs to be same wattage as originally provided and to be working.
14. It shall be considered a breach of these rules for any tenant to provide false or misleading information upon a rental application if such information is material to the determination of the Landlord whether to rent a unit to the tenant. In the event any such false or misleading information is discovered, which would have been material to such determination, tenant shall be deemed to have breached these rules.
15. All carpets will be professionally shampooed at lease end **by a professional carpet cleaning service using the extraction method only.** We will make arrangements with a local business that will clean several apartments at the same time. Charges for the cleaning will be deducted from the security deposit held.
16. All tenants shall be responsible for any and all damages caused by them, or any other person under the tenant's control, as a result of their negligence, carelessness, or misuse of the property or equipment. All damages should be reported promptly. It will be corrected by the Landlord at the expense of the Tenant.
17. Tenant is responsible for all drains and waste pipes in unit including the cost of clearing any partial or complete blockage occurring during occupancy. Be careful no grease, coffee grounds, inappropriate food, toys, etc., go down drains.

- 18. No water beds shall be allowed on the Premises without prior written consent of the Landlord.
- 19. Landlord is not an Insurer of Tenants person or possessions. Landlord shall not be liable for personal injury or death of Tenant, Tenant's family or guests or any loss of tenants' personal property by water, fire, etc., not caused by landlord negligence.

LANDLORD STRONGLY RECOMMENDS TENANT OBTAIN THEIR OWN INSURANCE.

- 20. **NO PETS ALLOWED, except where pre-approved. Upon 1st violation tenant shall be subject to a \$100 fine for any unapproved pet seen in their apartment. Upon 2nd violation tenant shall be subject to eviction. Pet-sitting is prohibited.**
- 21. Tenants shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from their apartment or the building.
- 22. Tenant will be responsible for the expense of extermination of cockroaches, bedbugs or other pests, unless it is a preexisting condition proven present at time of move in.
- 23. No live Christmas trees.
- 24. Please burn candles with care and responsibility.
- 25. Lessee shall observe strict care not to leave their windows open when it rains or snows, and any default thereof shall be responsible for any property damage sustained by Owner or other Lessee(s) of the building.
- 26. No painting, construction or other alternations shall be made to any part of the building or apartment without prior written consent of Owner.
- 27. Rent is due by the fourth day of the month in advance payable to the landlord through the web site Apartments.com. Tenant can expect to be charged late fee if rent is not paid on time.
- 28. Your security deposit cannot be used as partial payment of your rent. It will be refunded to you after you have returned the apartment to its original condition and it has been inspected by one of our representatives upon completion of your lease. Deposits will be returned within 30 days of lease expiration.
- 29. The premises shall only be occupied ONLY by those persons who have signed the application, lease and rules. Occupancy by any other person is not permitted and will be treated as a breach of the lease agreement. A tenant violating this provision will be assessed a monthly amount of \$100 and any occupant who has not signed the lease will be treated as a trespasser.
- 30. Laundry facilities are provided for use by Tenants only. Promptly remove all laundry from

machines. Clean machines and lint filters after each use. Keep laundry areas clean.

- 31. We are attempting to offer good, clean, well-maintained apartments. If you find anything to the contrary, please advise us at once. We will expect you to return the apartment to us in the same condition. We encourage residents to clean their apartments upon vacating. We are not in the cleaning business, and we hope that by relieving us of this task we will have more time to better serve our residents.
- 32. SUBLEASING. Lessee may sublease apartment subject to Lessor's approval of new tenant. We urge you to obtain a security deposit from anyone that you might sublease to.
- 33. Residents are responsible for maintaining charged batteries in all battery-operated smoke detectors located in the leased premises.
- 34. Tenant may be assessed a percentage of the cost of repainting and cleaning of the apartment if there is excessive smoke damage, caused by the tenant. (From cigar, cigarette, cooking, candles, etc.)
- 35. Reasonable use of small sized nails for wall hangings is permitted. **Do not use foam adhesive to attach pictures or create large holes with screws or nails.** Tenant will be charged for any painting required due to nail hole patches or excessive nail holes or sheet rock damage from foam adhesives.
- 36. Upon notification of intention to not renew your lease, Landlord or agent may, without hindrance or molestation show said premises to parties wishing to rent them between the hours of 9 o'clock a.m. and 8 o'clock p.m. daily. Notice will be given to tenant of the intent to show the premises.
- 37. Tenant acknowledges receipt in writing of all existing rules concerning Tenants use and occupancy of premises. Tenant understands Landlord may, from time to time, and in the manner provided by law, adopt further and amended written rules concerning Tenant's use and occupancy of premises.
- 38. COMPLIANCE. The tenant agrees to comply with all said rules and regulations and certifies that they have read the Rental Agreement.

Bluestem Enterprises, LLC

Resident _____ Date _____

Resident _____ Date _____