

Kansas Residential Lease Agreement

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent _____, shall be referred to as "OWNER," and Resident(s)/Lessee, Oxford House _____ shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT, and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at _____ in the _____ county.

1. TERMS: RESIDENT agrees to pay in advance \$ _____ per month on the First day of each month. This agreement shall commence on _____ and continue until _____ After this date, the lease may be renewed for an additional three years or for an amount the Owners and Residents can agree upon.
2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows. All payments are to be made by check or money order and cash shall be accepted. All payments are to be made to: _____ and mailed to: _____
3. LATE CHARGE: A late fee of **\$50** (not to exceed 5% of the monthly rent) shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent and subject to an additional fee of **\$50.**
4. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises. Resident shall be responsible for contacting and arranging for any utility service, RESIDENT shall be responsible for having the same utilities disconnected on the day RESIDENT delivers the leased premises back unto OWNER upon termination or expiration of this Lease.
5. OCCUPANTS: Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement.
6. PETS: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises at any time. Kansas State certified Service Animals may be accepted only after the Registration has been submitted to the OWNER.
7. LIQUID-FILLED FURNISHINGS: No liquid-filled furniture or receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the OWNER's requirements. The RESIDENT also agrees to carry insurance deemed appropriate by the OWNER to cover possible losses caused by such an item.

8. **PARKING:** Street parking is first come, first served. Please be a considerate neighbor. Driveway parking is decided by seniority. The driveway shall not be used for washing, painting, or repair of vehicles. The RESIDENT is responsible for oil leaks and other vehicle discharges for which the RESIDENT shall be charged for cleaning if deemed necessary by OWNER. No automobile, truck, motorcycle, trailer, or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition with current insurance.
9. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement. OWNER may install a noise monitoring device should noise become an issue.
10. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that the RESIDENT'S use is seriously impaired, the OWNER or the RESIDENT may terminate this Agreement immediately upon three days written notice to the other.
11. **CONDITION OF PREMISES:** The RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by the OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. The RESIDENT agrees to keep the premises and all items in good order and condition and immediately pay for costs to repair and/or replace any portion of the above damaged by the RESIDENT, his guests, and/or invitees, except as provided by law. At the termination of this Agreement, all the above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear. The premises shall be free of all individual property and trash not belonging to the OWNER. It is agreed that holes, tears, burns, and stains of any size or amount in carpets, drapes, walls, fixtures, and/or any other part of the premises do not constitute reasonable wear and tear.
12. **ALTERATIONS:** The RESIDENT shall not paint, wallpaper, alter or redecorate, change or install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.
13. **PROPERTY MAINTENANCE:** The RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and cooperate to keep the garbage area neat and clean. The RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable to the garbage hauler. The RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. The RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping waste pipes or overflow from bathtubs, washbasins, or sinks if because of the RESIDENT'S negligence. Grass will be maintained to city regulations.
14. **HOUSE RULES:** The RESIDENT shall comply with all Oxford House rules as stated in a separate addendum but deemed part of this rental agreement, and a violation of any of the

house rules is considered a breach of this agreement. Oxford House [] also agrees to be an active member of Kansas Oxford House Chapter []

15. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by the OWNER after the expiration of the agreed lease period upon a 30-day written notice setting forth such change and delivered to the RESIDENT. Any changes are subject to laws at the time of the Notice of Change of Terms.
16. **TERMINATION:** After the expiration of the leasing period, this agreement is automatically renewed from month to month but may be terminated by either party giving the other 30 days written notice of intention to terminate. Where laws require "just cause," such just cause shall be stated on the aid notice. The premises shall be considered vacated only after all areas, including storage areas, are clear of all RESIDENT'S belongings, and keys and other property furnished for the RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, the RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new renters. The failure of the RESIDENT, guests, and invitees of either the RESIDENT or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to the RESIDENT and procedures as required by law. All other terms and provisions of this Lease shall remain in full force and effect.
17. **POSSESSION:** If the OWNER is unable to deliver possession of the residence to the RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the actual possession date.
18. **INSURANCE:** The RESIDENT acknowledges that the OWNER's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, others, and/or any other causes, nor shall the OWNER be held liable for such losses. The RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.
19. **RIGHT OF ENTRY AND INSPECTION:** The OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. The OWNER shall give 24 hour written advance notice and may enter for the purpose of showing the premises during normal business hours (Monday - Friday 9am-5pm CST) to prospective renters, buyers, lenders, smoke alarm inspections, and/or for normal inspections and repairs. The OWNER is permitted to make all alterations, repairs, and maintenance that, in the OWNER'S judgment, is necessary to perform.
20. **ASSIGNMENT:** The RESIDENT agrees not to transfer, assign, or sublet the premises or any part thereof.
21. **PARTIAL INVALIDITY:** Nothing in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall conflict with the law, that part shall be void to the extent that it is in conflict. Still, it shall not invalidate this Agreement, nor shall it affect the validity or enforceability of any other provision.

22. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by the RESIDENT or waiver by the OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by the OWNER of said term, condition, and/or right and shall not affect the validity or enforceability of any provision of this Agreement.
23. ATTORNEY FEES: If either party of this Agreement brings any legal action or proceedings, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs and other damages awarded.
24. JOINTLY AND SEVERALLY: The provisions of this Lease are severable and in the event any provision, clause, sentence, section, or part thereof is held to be invalid, illegal, unconstitutional, inapplicable, or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Resident or other persons or circumstances. It is understood and agreed that both parties would have made the terms, conditions, and covenants of this Lease if the such invalid, illegal, unconstitutional, inapplicable, or unenforceable provision, sentence, clause, section, or the part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken. The remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which, when considered together, shall constitute the original contract.
25. LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
- ☐ Check Box Lead- Based Paint Disclosure Form ☐ Check Box EBA Pamphlet
26. HOLD HARMLESS: To the fullest extent permitted by law, the RESIDENT hereby agrees that the OWNER and his Agent will be held free and harmless from any and all loss, claim, or damage because of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the OWNER, its agents, servants and/or employees.
27. ADDITIONS AND/OR EXCEPTIONS RESIDENTS not allowed include those with sex offender convictions or arson convictions.
28. GOVERNING LAW: This Lease shall be governed by the laws of the state of Kansas, as well as the applicable Owner and Tenant/Resident Law in this state.
29. WAIVER: Any waiver of default hereunder shall not be deemed a waiver of this agreement or any subsequent default. Acquiescence in default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period.
30. DEFAULT/BREACH BY RESIDENT: In the event of any default hereunder on the part of the RESIDENT, his family, servant, guests, invitees, or should the RESIDENT occupy the subject premises in violation of any lawful rule, regulation, or ordinance issued or promulgated by the Owner or any rental authority, then and in any of said events the Owner shall have the right to terminate this lease by giving the Resident personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such

notice if the default is not remedied within a reasonable time, not over thirty (30) days and the Owner, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, the OWNER shall return all prepaid and unearned rent and any amount of the security deposit recoverable by the RESIDENT. However, in the event the rent has not been paid for a period of five days after the date due, nonpayment of rent, OWNER shall not be required to deliver thirty (30) days' notice as provided above but may serve RESIDENT with a ten (10) day written notice of termination whereupon the Resident must pay the unpaid rent in full or surrender the premises by the expiration of the ten (10) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, OWNER may serve RESIDENT with a ten (10) day written notice of termination, whereupon the RESIDENT must cure the default by the expiration of the ten (10) day notice period or surrender the premises.

31. **DISCLAIMER OF SECURITY WARRANTIES:** The OWNER's agents or employees make no warranties, guarantees, or representations regarding the security of the Premises, common areas, or the apartment community. Any such warranties and representations, expressed or implied, are hereby disclaimed. Resident hereby agrees and acknowledges that Resident and occupant(s) shall have the exclusive responsibility of protecting the Premises, Resident(s), occupant(s), and Resident's guests from crime, fire, and other danger. The OWNER shall not provide and shall have no duty to provide any security devices to The RESIDENT with the exception of those required by applicable law. The RESIDENT shall look solely to the Public Police Force and other forms of Public Safety for protection. The RESIDENT agrees and acknowledges that protection against criminal activity is not within the power of the Owner, the Owner's agents, or employees. Though the Owner, from time to time, may provide crime deterrent services, those services cannot be relied upon by the RESIDENT and shall not constitute a waiver of, or in any manner modify the above agreement. Upon the RESIDENT's reasonable request, the OWNER shall consider permitting the RESIDENT to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and the RESIDENT provides the OWNER with duplicate keys and alarm codes enabling Owner to access Premises.
32. **ENTIRE AGREEMENT:** This document and any Attachments constitute the final and entire Agreement between the parties hereto. No promises or representations, except those contained here and those implied by law, have been made by Owner or Resident. Neither Owner nor Resident shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained unless made in writing and signed by both Owner and Resident.
33. **PROPERTY DAMAGE – DESTRUCTION OF PROPERTY:** Damage - Destruction of Property: public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Owner decides to repair the same, such repairs shall be made by the OWNER without unreasonable delay, and there shall be abatement in

rent in proportion to the relationship between the damaged portion of the leased premises bears to the whole of said premises. Resident, Resident's guests, and invitees of either Resident or Resident's guests will not engage in any activity or action that may cause severe property damage.

34. INSURANCE: The OWNER shall not be liable to the RESIDENT, RESIDENT's family, or RESIDENT's invitees, licensees, and/or guests for damages not caused by the OWNER or the OWNER's agents. The OWNER will not compensate the RESIDENT or anyone else for damages caused by any other source or Acts of God. The RESIDENT, therefore, is strongly encouraged to independently purchase insurance to protect the RESIDENT, the RESIDENT's family, The RESIDENT's invitees, licensees, and/or guests, and all individual property on the leased premises and/or in any common areas from any and all damages.
35. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S address and all notices to OWNER shall be served at:
36. INVENTORY: The premises contain the following items the RESIDENT may use.
37. KEYS AND ADDENDUMS: The RESIDENT acknowledges receipt of the following, which shall be deemed part of this Agreement: ☐ keys and purposes **RESIDENTS will replace the front door lock with a combination type lock and provide the OWNER with a bypass key.** ☐ Check Box House Rules ☐ Check Box Pet Agreement ☐ Check Box Other .
38. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the OWNER and the RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
39. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and acknowledge receipt of a copy of this Rental Agreement.

For and on the behalf of Oxford House

Member's Name

Member's Signature

Date(MM/DD/YYYY)

Member's Name

Member's Signature

Date (MM/DD/YYYY)

Owner/Agent Name

Owner/Agent Signature

Date (MM/DD/YYYY)

Owner/Agent Name

Owner/Agent Signature

Date (MM/DD/YYYY)

