

## HUNTERS' RIDGE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on 08/03/2023 by and between Kelly Enterprise, Inc., DBA Hunters' Ridge Apartments ("Owner") and Madison P Snethen, Brittany M Zarco and John A Kihm, hereinafter "Resident". All Parties who sign as a Resident shall be jointly and severally responsible for payment and performance of this Lease.

1. **PREMISES AND TERM.** Owner, acting through its Management Company, hereby leases to Resident apartment # G108 located at 550 Stoneridge Drive, Lawrence, Kansas 66049 being part of Hunters' Ridge Apartments, (this apartment at Hunters' Ridge Apartments is hereafter referred to as the "apartment" or the "Premises") for a term of **10 months, 12 days, beginning at 2:00 pm on 08/03/2023 and ending at NOON on 06/14/2024 ("Termination Date")**, upon the following terms and conditions.

2. **AMOUNT OF RENTAL.** Resident agrees to pay Owner a TOTAL SUM of **\$\$1,220.00 a month which includes \$\$1,220.00 per month for rent, \$0.00 per month for garage rent, \$0.00 per month for pet rent, and \$0.00 per month for a short term fee.**

Rent shall be paid in advance without demand to Hunters' Ridge Apartments at the clubhouse, online payment or by mail on or before the 1<sup>st</sup> day of each month. If rent is not paid by the 5<sup>th</sup> of the month, an initial late fee of \$50.00 will be accessed plus \$5.00 a day for every day thereafter until rent and late fees are paid in full. All late fees and all other charges to Resident under this Lease shall be considered rent, and treated as rent, and therefore subject to late fees. All rent paid after the 6<sup>th</sup> must be paid with a cashier's check, Money Gram or credit card (No exceptions are made.) Resident agrees to pay all returned checks or ACH payments in the form of Money Gram, cashier's check or credit card within 72 hours. If Resident's check or ACH is dishonored by bank, Resident agrees to replace the check by cashier's check or Money Gram. Resident further agrees to pay Owner and/or Manager a thirty dollar (\$30.00) service fee as rent in addition to the accrued late charge due as a result of the dishonored check. If more than two checks or ACH payments are returned by the bank for any reason, Owner will revoke Resident's privilege to make payment by personal check and all payments must be made in the form of Money Gram, cashier's check or credit card for the remainder of tenancy. At Owner's discretion, personal checks may be considered after one consecutive year of on time payments. Failure to pay rent in full plus all other charges may result in eviction proceedings. Resident agrees that any acceptance of any payments or rent after it becomes late shall not in any fashion waive Owner and/or Manager's right to pursue an action for possession of the Premises or eviction. Owner may apply any payment received from Resident to any obligation from Resident to Owner regardless of instructions by Resident as to how they desire said to apply.

3. **SECURITY DEPOSIT.** Resident does hereby deposit with the Owner, the receipt of which is hereby acknowledged, the sum of **\$300.00** as security for the performance for this Lease and for any damage to the Premises, furnishings or equipment therein, including any charges incurred under Paragraph 10 of this Lease, except ordinary wear and tear. Under no circumstances is this deposit to be construed as payment of rent, and Owner shall not be obligated, although may at its option, apply said deposit to any unpaid rent or portion thereof which is due and owing by Resident on any other amount due under the terms of this Lease. Owner shall not be obligated to keep the security deposit as a separate fund or to retain the same in an escrow account, but may mix or commingle the security deposit with its own funds. Resident is responsible for leaving apartment in move in condition.

4. **ADMINISTRATION FEE.** A one-time non-refundable administration fee of \$200.00 is due at the time of reservation.

5. **UTILITIES.** Resident is responsible for all utility charges related to the Premises through the expiration date of this lease. Water, Sewer and Trash utilities will be paid as outlined on Utility Addendum. Resident agrees to transfer electric utility into their name before moving into the Premises. Resident shall submit a confirmation or account number verifying the transfer of electricity in their name at the time of move in. In the event Resident fails to have electricity services transferred into their name, Manager and/or Owner shall have the right to declare resident in default and cancel this Lease or add said utility charges to Resident's monthly rent. A fine of \$25.00 will be due if electricity is not in Resident's name as of the day of move in. Utilities must be kept on until the end date of the Lease, regardless of when Resident moves out. Should any utilities related to the Premises be billed to Owner or Manager it shall be treated as rent and shall be due upon demand by Owner or Manager.

6. **DEFAULT.** This Lease is a legal and binding contract and must be fulfilled in its entirety. Should Resident fail to comply with any term or provision of this Lease or otherwise violate any provision of the Kansas Residential Landlord Tenant Act, Resident shall be in default of this Lease and Owner and/or Manager shall be entitled to pursue any and all remedies at law or equity available to Owner and/or Manager under Kansas law, including, but not limited to termination of Resident's right of tenancy, termination of the lease, or eviction. Both parties agree and understand that termination of the Lease as a result of Resident's default shall not release Resident from its obligations under the Lease, including, but not limited to all payment obligations under the Lease. In the event that Resident enters into a subsequent Lease with Owner prior to the expiration of this Lease and Resident breaches or otherwise commits a default under this Lease, Owner may, at its sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. Owner may terminate said subsequent Lease by sending Resident written notice of its desire to terminate said subsequent Lease.

7. **LEASE RENEWAL.** Resident agrees to give no less than a proper 60-day written notice to Owner if they intend to move from the Premises at the end of the Lease. Resident agrees to sign a lease renewal agreement at least 60 days prior to the end of the Lease if they intend to stay. Should Resident fail to give said written notice, the Lease shall end on its Termination Date.

8. **ALTERATIONS.** Resident agrees no alterations, additions, decorating, or improvements shall be made and there shall be no painting, papering, or lock changes without prior written permission of the Owner. Resident agrees upon termination of this Lease that any alterations, additions, decorating or improvements so allowed shall, at the option of the Owner, be left in place and become the property of the Owner, or removed and the Premises restored without damage to its original condition at the commencement of this Lease at the Residents' expense. Owner reserves the right to make alterations, changes and/or improvements to the Premises, including the right to add or reduce any amenities provided thereto, including but not limited to appliances, security systems, and/or gates.

9. **POSSESSION.** Owner shall use diligence to give possession of said apartment to Resident as near as possible to the beginning of this Lease, and rent shall abate until possession is delivered. Owner shall not be held liable for any loss or damage of any kind which Resident may sustain by reason of such delay. However, the expiration of this Lease shall remain the same. Should Resident fail to pay rent or take possession as of the commencement date of this Lease, Resident will be responsible for all rent and charges due under this Lease until such time as the Lease expires or possession is taken by a new tenant. Owner and/or Manager will use reasonable diligence in an effort to lease the Premises to a new tenant. Should Resident fail to vacate the Premises upon the termination of the Lease or tenancy by the Owner or the Resident, Resident shall be considered a bad faith hold over tenant and shall be liable for all damages (actual or statutory) incurred at a rate of 1 ½ times the periodic monthly rent or 1 ½ times the actual damages sustained by Landlord, whichever is greater, as permitted under the Kansas Residential Landlord Tenant Act.

<sup>1</sup> MPS   <sup>5</sup> JAK   <sup>9</sup> BM3

**10. CARE OF PREMISES.** Resident shall: (a) not assign or sublet the Premises, or give accommodations to any roomers; (b) not permit the use of the Premises for any purpose other than a private dwelling solely for Resident; (c) not use the Premises for any purposes deemed hazardous by insurance companies carrying insurance thereon; (d) not use the Premises for any illegal purposes; (e) keep the Premises in a clean and sanitary condition and comply with all laws, health and policy requirements with respect to the Premises; (f) keep the Premises in good repair at all times. Resident is responsible for reporting to management any and all repairs needed to the Premises. If needed repairs go unreported and result in excessive damage to the Premises or surrounding property, Resident can and will be held responsible and liable to Owner for damages. Resident is responsible for reporting to management any pest infestations in the Premises. Should a pest infestation be found to be caused by the Resident's behavior or actions, Resident will be responsible for any pest control charges for mitigating the infestation.

**11. RESPONSIBILITY FOR DAMAGE AND INSURANCE COVERAGE.** To the maximum extent permitted under Kansas law, Owner and Manager and their partners, members, shareholders, officers, agents, or employees shall not be responsible or liable to Resident or his/her guests or invitees for any personal injury, loss of any kind or property damage, regardless of the origin or cause, including, but not limited to those acts or omissions occasioned by or through acts or omissions of other residents, their guests or invitees, in or on the Premises or any other part of the property of which said Premises are a part, or persons who are trespassers on Owner's property or, for any injury loss or damage resulting to the Resident, or to any other persons or property in or on the Premises, garages, storerooms or other appurtenances, caused by water leakage, steam, sewage, gas, odors, snow, rain, ice, sleet, fire, explosion, frost, storm, accident, wind or any other natural or man-made disasters resulting therefrom or for any damage whatsoever done to, or occasioned by such events or other cause. Resident shall not interfere with the heating system or with gas, lights, wiring, or plumbing of the building, or with the control of any public portions of the building. Resident shall be responsible for any damages to Owner's property or expenses incurred by Owner for damages as a result of the Resident, his/her children or guests' or invitees' acts or omissions. Resident agrees to obtain a renters insurance policy to protect his/her property from damages that may occur due to any reason. Resident should obtain an endorsement to such insurance policy, which will provide coverage for water damage to Resident's property. Notwithstanding any other provision contained herein, if Landlord is found or held liable to Resident for any reason whatsoever, Resident agrees that the total monetary damage amount recoverable will in no instance exceed the total amount of rent Resident paid Landlord during Resident's tenancy.

**12. PETS.** No pet of any kind may be brought onto any part of the apartment community without express written consent of the Owner. If a pet addendum is entered into, it is understood that no more than two pets are allowed with a combined full grown weight not to exceed 60 pounds. It is further understood that any pet weighing more than 30 pounds at full grown weight may only live in a first floor apartment. Resident will pay a non-refundable pet fee of \$300.00 per pet plus an additional \$50.00 per pet a month in pet rent.

**13. RULES, REGULATIONS AND CONDUCT.** Resident agrees to abide by the rules and regulations of Hunters' Ridge Apartments which is an addendum to this Lease which details responsibility for Resident. Upon reasonable notice, Manager may adopt new rules and regulations concerning the Resident's use and occupancy of the Premises. Resident agrees to abide by such new rules and regulations. Failure to comply with any and all rules and regulations will constitute a breach of this Lease. Resident and Resident's invitees covenant to obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises of an illegal nature, purpose or intent. Resident and Resident's invitees further covenant not to be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other neighbors, tenants, and employees of Owner, and Resident shall be responsible for the conduct of Resident's invitees on the Premises and in common areas and in and about the apartment complex. Should Owner at any time determine that Resident's tenancy is undesirable by reason of breach of any of the terms or conditions contained in this Lease or rules and regulations, including, without limitation any illegal, objectionable, or improper conduct on the part of Resident, Resident's invitees, or by any of them causing annoyance to others, then in addition to any other remedies, Owner may terminate this Lease or Resident's tenancy in accordance with applicable state law. The Owner reserves the right to amend and/or modify the rules and regulations at any time. Owner will notify Resident of said changes or amendments to the rules and regulations.

**14. ACCESS TO APARTMENT.** Resident shall not unreasonably withhold consent to the Owner to enter into the Premises in order to inspect the Premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, lenders, residents, workmen or contractors. The Owner may enter the Premises without consent of Resident in case of an emergency. Except in the case of an emergency or if it is impracticable to do so, the Owner shall give Resident reasonable notice of his/her intent to enter. Unless specifically stated otherwise, a service/maintenance request placed by the Resident shall be considered permission to enter by the community's staff and/or contractors. The Owner shall have the right of access if the Resident has abandoned or surrendered the Premises.

**15. RENT ABATEMENT.** If the Premises are damaged without fault of the Resident or Resident's invitees so as to render them untenable, and the same cannot be restored to a condition substantially as good as prior to the damage within forty-five (45) days, either party may terminate this Lease by giving the other written notice thereof within ten (10) days after the damage. Rent shall abate during the time which Resident is unable to utilize Premises.

**16. ABANDONMENT AND SURRENDER.** The apartment will have been considered abandoned if: (1) the Resident is ten (10) or more days in default for non-payment of rent; and (2) the Resident has removed a substantial amount of his or her belongings; (3) unless the Resident has notified the Owner and/or Manager to the contrary. The Premises will have been surrendered if (1) all keys to the Premises have been delivered to Owner; or (2) Owner, exercising its reasonable judgment in accordance with applicable law, determines that the Premises is not being occupied and the Lease Expiration Date has passed or the Lease has been terminated by the Resident or Owner according to its terms; or (3) Resident has advised Owner that he surrendered the Premises. Surrender or abandonment ends Resident's right of possession for all purposes. Upon termination of the Lease or if the apartment appears to have been abandoned, any personal property left behind will be considered abandoned, and Owner and/or Manager may dispose of it in accordance with the Kansas Residential Landlord Tenant Act.

**17. WRITTEN CONSENT.** Any written consent by Owner becomes an addendum to this Lease and binding as to compliance therein and may be revoked at the option of the Owner at any time upon due notice given to Resident.

**18. NOTICE.** At the time of commencement of this Lease: (a) Kelly Enterprise Incorporated is the firm authorized to act for and on the behalf of the Owner for the purpose of receiving notices and enforcement of this Lease. (b) Any written notice to Resident shall be deemed effective when mailed to the Premises address set forth in Paragraph 1, above, placed in a conspicuous place on or near the front door of the apartment, emailed to address provided by Resident or mailed to the last known address of Resident. Resident understands that the majority of notices will be emailed to the resident by Hunters' Ridge Apartments. It is the Resident's responsibility to receive and read notices sent by email and ensure Hunters' Ridge has most updated email address.

**19. ADDENDUM PROVISION.** The Owner and Resident may enter into a written agreement at any time they see fit that may include but is not limited to: Buyout Agreement, Pet Agreement, Garage Agreement, Caged Animal Agreement, Lease Renewal, Notice to Vacate, Security Deposit, Rules and Regulations, Washer/Dryer Agreement, Storage Agreement, Alarm System Agreement, Exercise Facility Agreement, Rental Agreement, Transfer Agreement, Payment Agreement, Authorization to Receive Packages, and Corporate Agreement. All such Agreements shall be

deemed addendums hereto and are incorporated by reference herein. In the event there is a conflict between any term or provision in the Lease and any term or provision is an addendum hereto, such conflict shall be decided in favor of the Owner, in the sole discretion of Owner as it sees fit.

**20. INDEMNIFICATION.** To the maximum extent permitted under Kansas law, Resident agrees to indemnify and hold Owner, its members, officers, shareholders, agents and employees, harmless from and against all claims, liability, demands, losses, fines, costs, and expenses, including reasonable attorney's fees and costs incurred in connection with, resulting from or arising out of (a) Resident's occupancy and use of the Premises; (b) any Resident improvements, or additions, alterations, or installations constructed or made by Resident; (c) any breach on the part of the Resident of any conditions of this Lease; or (d) any negligent act or omission of Resident, its officers, agents, servants, contractors, employees or invitees arising out of or in any way related to Resident's use and occupancy of the Premises. Notwithstanding, Resident's indemnification shall not apply to any loss or claim arising from Owner's grossly negligent acts or omissions. The foregoing provision shall survive any termination or expiration of this Lease.

**21. EARLY TERMINATION PROVISION.** At management's sole discretion Resident may have the option to enter into an Early Termination Agreement provided the following criteria are met: (a) This early termination option is offered to residents that have paid rent in a timely manner and do not have any disturbance calls or complaints on their record with the management. (b) This Early Termination Agreement will only be entered into upon Owner and/or Manager's approval. This Early Termination Agreement is intended to assist residents with job transfers more than 50 miles away or medical conditions that prohibit continued residency. Upon entering into the Early Termination Agreement the Resident must: (i) give a minimum thirty (30) day notice ending on either the fourteenth (14<sup>th</sup>) day or last day of the next calendar month, pay all rent through the entire thirty (30) days; (ii) pay a "Termination Fee" of **\$2250 for a one bedroom or \$2650 for a two bedroom**, due at the time of execution of this Early Termination Agreement, in the form of a cashier's check, money order or credit card; (iii) leave the Premises in accordance with "Hunters' Ridge Check-Out Standards".

**22. MILITARY PROVISION.** Notwithstanding anything herein to the contrary, an active duty member of the armed forces who is a Lease Holder at the Premises may terminate this Lease upon thirty (30) days written notice ending on either the fourteenth (14<sup>th</sup>) day or last day of the next calendar month if he/she (a) receives a permanent change of station, (b) receives temporary duty orders assigning him/her at least 25 miles away for at least 90 days, (c) is discharged or released from active duty, or (d) if he/she is ordered to reside in government supplied quarters. In order to qualify for early termination hereunder, Resident must, prior to the termination date, provide Owner with the following: (a) the official orders described herein or signed letter confirming the orders from the Resident's commanding officer and (b) the final payment (rent, additional rent, other payments due under this Lease) due under the terminated Lease.

**23. SECURITY ACKNOWLEDGEMENT AND WAIVER.** Owner does not promise or in any way guarantee the safety or security of Resident(s) or Resident(s)'s Invitees person or property against the criminal actions of third parties. The responsibility of protecting Resident(s) and Resident(s)'s Invitees from acts of crime is the responsibility of the Resident(s) and the law enforcement agencies.

From time to time, Owner may temporarily enlist the aid of supplemental security devices or services at the Property, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Owner reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time; and Resident(s) agrees that such action shall not be a breach of any obligation or warranty on part of Owner. Resident(s) agrees to promptly notify Owner in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device.

Owner and Owner's Invitees acknowledge that no representations or warranties, either express or implied, have been made regarding the Property being free from or having lower rates of crime as to any security or any security system at the Property. Owner has not in any way stated or implied to Resident(s) that security of person or property is provided, promised or guaranteed or that the Property will be free of crime. To the extent permitted by Kansas law, Resident(s) agrees to release and hold harmless Owner from claims arising out of criminal acts of third parties, Resident(s) acknowledges that the foregoing shall also be binding upon Resident(s)'s Invitees, Resident(s)'s heirs, successors and assigns.

**24. TERRORISM.** Resident(s) warrants and represents to Owner that Resident(s) is not, and shall not become, a person or entity with whom Owner is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, OFACs Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

**25. OTHER OCCUPANTS.** The apartment will be occupied only by you and no others. No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 overnight stays within a 6 month period without our prior written consent.

**26. SURVIVAL.** All obligations of Resident shall survive termination of this Agreement.

**27. NO ORAL MODIFICATION.** No oral agreements have been entered into with respect to this Lease. **The Lease shall not be modified unless by an instrument in writing signed by Resident and Owner.**

**28. SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**29. SUBORDINATION.** It is agreed and understood that the Premises may be used as security for a debt or mortgage. Lessee agrees that this Lease shall, at all times, be subject to and subordinate to any deed of trust or mortgage used to secure debt, mortgage, or any other security instrument which is now or shall hereafter be placed on the Premises as a lien or otherwise. If requested, Lessee agrees to promptly execute any certificate that Lessor may request specifically to implement the subordination of this Lease.

**30. COUNTERPARTS.** This Lease may be executed in counterparts.

**31. CRIMINAL ACTIVITIES.** Neither Lessee nor Lessee's invitees shall engage in or facilitate any criminal activity anywhere, including, but not limited to within or near the Premises, including but not limited to, any violent criminal activity or drug-related criminal activity. "violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of

another. “drug-related activity” means the illegal manufacture, sale, distribution, use or possession of a controlled substance, as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802 or marijuana. Violation of this provision or if Lessor has reasonable cause to believe that Lessee has violated this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation shall be grounds for Lessor to immediately terminate Lessee’s tenancy and for Lessee’s immediate eviction.

**30. GOVERNING LAW AND VENUE.** This Lease shall be construed in accordance with the laws of the state of Kansas. Should either party file a lawsuit arising out of or related to the terms and conditions of this Lease, it shall be filed and heard exclusively in the District Court of Johnson County, Kansas.

**31. JURY TRIAL.** THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A JURY TRIAL.

**IN WITNESS WHEREOF,** the parties have set their hands in agreement with this Lease

<sup>4</sup> *Madison P Snethen*      <sup>8</sup> *John A Kihm*      <sup>12</sup> *Brittany M Zarco*      <sup>13</sup> *Nicole Miller*

# Hunters' Ridge Lease Agreement

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
2	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
3	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
4	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
5	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
6	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
7	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
8	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
9	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:21 AM
10	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:21 AM
11	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:21 AM
12	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:21 AM
13	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:55:58 PM

## HUNTERS' RIDGE RULES AND REGULATIONS

It is Management's intention and purpose to operate this apartment community as the outstanding residential development in this area. Management will strive to render prompt, efficient service and to maintain the community in a first class manner. Any expense incurred by Management as a result of a violation of these rules and regulations will be assessed against the resident responsible. Promptly notify the Hunters' Ridge leasing office of any needed repairs to equipment or fixtures.

NOTE: PURSUANT TO THE TERMS OF THE LEASE, THESE RULES AND REGULATIONS ARE A PART OF THE LEASE AND ALL RESIDENTS ARE OBLIGATED TO OBSERVE THEM.

### **1. ENTRANCES, WINDOWS, TERRACES AND BALCONIES**

- a. The sidewalks, entryways, breezeways and stairs shall not be obstructed by Residents. Motorcycles and other vehicles shall not be brought into any building or onto the lawn, nor be allowed to obstruct the driveways, sidewalks, breezeways or stairs. Bicycles may be placed on your terrace, balcony or inside a storage area. Lawns and other common areas are to be kept clear of furniture, bicycles, toys, plants, or other decorations, etc.
- b. No birdfeeders, plant hangers, fixtures, signs, etc. may be hung anywhere within the apartment community, including terraces and balconies.
- c. No clothing, sheets, towels, flags, etc. shall be hung, aired or dried from the windows, rails, or porches.
- d. Nothing shall be thrown out of windows or from balconies. Residents must observe care not to leave windows or doors open during inclement weather. Residents shall be liable for any damage to paint, plaster, cabinets, carpets, floors, or other parts of the apartment resulting from failure to follow this rule.
- e. Residents shall not place any lock or hook upon any door or window. All apartments are equipped with deadbolt locks and window locks.
- f. No exterior alterations will be permitted, including clotheslines, greenhouses, gardens, fencing or screening of any kind. No plastic or any other covering may be placed over the windows on the exterior of the building.

### **2. DISTURBANCE OF OTHER TENANTS**

- a. All radios, stereos, (including bass volume), television sets, etc. must be turned to a level of sound that does not reasonably disturb any other residents. There is an 11:00 pm noise curfew.
- b. No band or orchestra instruments shall be played in the apartment at any time. No music lessons, either vocal or instrumental, shall be permitted in the apartment at any time.
- c. Residents, occupants and resident's guests shall, at all times, maintain order in the apartment and all places within the apartment community, and shall not make or permit any loud or improper noise, or otherwise disturb other residents.
- d. Residents may have guests, if in doing so Residents insist that order prevail and that boisterous conduct be avoided. No loud parties, drunkenness or immoral conduct will be permitted. No conduct shall be tolerated which interferes with sleep or comfort of other residents.
- e. Do not place stereo or television speakers directly on the floor or against a wall because vibrations transmitted from them may disturb Residents in adjoining apartments.
- f. Children must be adequately supervised at all times to insure that they do not unreasonably disturb other Residents or present a disciplinary problem for Management. Resident's children must have means of access to the apartment in which they live at all times. Children must remove all toys, games, bicycles, etc. from community areas when leaving the area.
- g. Violation of these rules as they pertain to the peace disturbance will result in police action and eviction.

### **3. UNNECESSARY DAMAGE**

- a. Residents are responsible, when leaving the apartment at any time, for closing windows, locking apartment entrance doors, shutting off all water faucets, turning off all electrical appliances not in use and maintaining the temperature in the apartment at a level that will keep the water pipes from freezing in cold weather, thus avoiding possible damage from water, fire, storms, rain, freezing or other causes.
- b. The trees and shrubbery are a vital and valuable part of the premises, and each resident shall be liable for damages for any mutilation or defacing thereof for which that resident is responsible.
- c. Residents will be held responsible for any physical damage to the interior or exterior of the building due to acts they or their guests maliciously inflict. This shall include, but is not limited to: pickets, glass doors or windows, interior and exterior walls, interior and exterior doors, or other residents' personal possessions located at Hunters' Ridge property.

### **4. POOL**

- a. The pool is provided for use of Residents only. Residents must have their assigned pool pass and photo I.D. at all times while at the pool. If you lose your pool pass there is a \$10.00 replacement fee.
- b. Residents are limited to two guests per apartment and must accompany their guests to the pool. Residents are responsible for the actions of their guests.
- c. All children under the age of twelve (12) must be accompanied by their own parent or legal guardian.
- d. No glassware (such as beer, soda or wine cooler bottles) is permitted in the pool area at any time.
- e. Cut-off jeans may not be worn in the pool. All swimwear must be appropriate for family viewing.
- f. There is a \$25.00 fine, per person, to trespassers, whether it be Residents or their guests, in the pool area after closing hours. A \$5.00 per day late fee will be charged.
- g. No pets are allowed in the swimming pool.

### **5. CARPET STAINS**

- a. Immediately report carpet stains to Hunters' Ridge management. We can refer you to our carpet cleaner, who can guide you through the appropriate procedures to remove the stain safely. All stains are the responsibility of the Resident.

### **6. WOOD STYLE FLOORING**

- a. Rug tape and adhesives are not permitted within the apartment. Residents will be responsible for all costs to restore flooring to its original condition including labor and materials. Non-slip rug pads are suggested.
- b. Sweep, dust and mop daily or more frequently if needed. Use non-abrasive cleaners only. Never use vinegar as a cleaning agent on floors. The wood style flooring is a laminate and laminate floors may never be waxed. Cleaning products containing wax or oil can damage the finish. Never use such products including Mop and Glo. If the finish is damaged from a wax or oil-based cleaner, the resident will be responsible for professional cleaning costs or floor replacement.
- c. In order to prevent indentions and scratches, use glass, plastic or other non-staining cups that are flat on the bottom and no less than 2" in width for the legs of heavy furniture.
- d. Any damage to flooring will be charged to the Residents.

<sup>1</sup> MPS   <sup>4</sup> JAK   <sup>7</sup> BM3

7. **APPLIANCES**
- To clean stainless steel surfaces use a warm, sudsy water or stainless steel cleaner or polish. Always wipe the surface in the direction of the grain. Never use harsh abrasives or steel wool as they will scratch the surfaces.
  - The stove cooktop has a porcelain enamel finish which is sturdy, but breakable if misused. The finish is acid-resistant. However, any acidic foods spilled (such as fruit juices, tomato or vinegar) should not be permitted to remain on the finish. If acids spill on the cooktop while it is hot, use a dry paper towel or cloth to wipe it up right away. When the surface has cooled, wash with soap and water or a ceramic cooktop cleaner. Rinse well. For other spills such as fat splatterings, wash with soap and water or ceramic cooktop cleaner after the surface has cooled. Rinse well. Polish with a dry cloth. Never use harsh abrasives or steel wool. Cast iron skillets are prohibited as they will scratch and damage the cooktop.
  - Clean the oven floor with warm, soapy water. If spillovers, residue or ash accumulate on the oven floor, wipe up before self-cleaning. Never use harsh abrasives or steel wool.
  - Make sure COLD water is flowing prior to the disposal being turned on and waste inserted. Also allow the water to flow after the waste is ground up to permit flushing of the traps. Banana peels, bones, celery, cigarette filter tips, corncobs, glass, potato peels and metal shall not be inserted into disposals.
  - If maintenance must be dispatched to remove any inappropriate materials including, but not limited to, those mentioned in 6d, from the disposal, a minimum service charge of \$25.00 shall be billed to the resident.
  - Any damage to appliances will be charged to the Residents.
8. **GRANITE COUNTERTOPS**
- To keep granite countertops clean, use a microfiber cloth to dust off countertop surfaces. Wipe down the granite countertops daily and as needed using water. Once a week wipe down with a damp cloth and a stone cleaner formulated with a neutral pH. Never use harsh chemicals or abrasive cleaners. They can scratch, pit, and etch the surface of the stone. Any damage will be charged to the Residents.
9. **BARBEQUE GRILLS**
- ONLY gas grills are permitted, NO charcoal grills or charcoal are permitted anywhere on property.
  - A \$25.00 fine will be assessed plus late fees for anyone possessing a charcoal BBQ grill or charcoal in or around the apartment community.
10. **ALTERATIONS/ADDITIONS/IMPROVEMENTS TO THE APARTMENT**
- No alterations to the inside or outside of the apartment of any kind may be done unless approved by Management first.
11. **PICTURES AND WALL DECORATIONS**
- Do not hang pictures or wall decorations by the use of substances which adhere to the wall such as paste type wall hangers, tacky reusable adhesive, or tape. For hanging wall decorations only use picture-hanging nails, tacks or pins. There will be a charge for all holes in excess of 50 throughout the entire apartment. Do not putty holes in walls under any circumstance.
  - Residents must obtain approval from Management prior to hanging large or heavy items.
  - No wallpaper, borders, stickers or paint may be added to the walls under any circumstance. Residents will be responsible for all costs to restore the premises to original condition, including labor and materials.
12. **DRAPERIES**
- Residents shall first obtain the consent of Management to the means, method and manner of attachment of draperies or window treatments. All window coverings must be lined in white to present a uniform exterior appearance. The use of foil, laminates or paints on any windows is strictly prohibited.
13. **VEHICLES**
- No mechanical repairs, oil changes, maintenance of or greasing of automobiles, trucks, cycles, etc. are permitted on the apartment grounds.
  - No automobiles, trucks, cycles etc. without current safety inspections and license plates or which are inoperative in any way, including flat tires, may be kept on the apartment grounds. Management reserves the right to have towed, at the vehicle owner's expense, any such vehicle.
  - Any improperly parked vehicle will be towed by Management at the expense of the vehicle owner, without warning.
  - Management shall not be responsible for any damage to or loss of any vehicle parked on the apartment grounds, nor for any property in such vehicle.
  - No commercial trucks, RV's, trailers, boats, etc. are permitted on property under any circumstance.
  - Moving trucks and storage containers may not be stored overnight anywhere on property.
  - Only one vehicle is allowed per licensed resident to be parked on property unless the Resident rents a garage to park any additional vehicles.
14. **PLUMBING REPAIRS**
- Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. No ashes, feminine napkins, rags, rubbish or other substances shall be thrown therein. Any damage to such apparatus, including the cost of the repair and cost of clearing stopped plumbing resulting from misuse by Residents shall be charged to Residents.
15. **PHONE NUMBERS**
- All parties on the Lease must provide Management with both a day and evening phone number in case of emergency. These phone numbers are considered confidential and are never given to anyone without Resident's written consent.
  - Please notify your friends/family that Management does not give out phone numbers or take messages for Residents.
16. **NOTICE OF EXTENDED ABSENCE**
- Resident(s) shall notify Management in writing of any anticipated absence from the Premises in excess of seven (7) days, no later than the first day of the anticipated absence. During any absence of more than seven (7) days, Management may enter the Premises at any time reasonably necessary.
17. **SATELLITES/ANTENNAS**
- Satellites or antennas may only be installed within the resident's exclusive use area (patio or balcony). Resident must comply with all rules outlined on attached Satellite Addendum.

**18. UNMANNED AERIAL SYSTEMS / DRONES**

- a. Out of safety concerns for our residents, staff and community property, as well as concerns for individual privacy, Hunters' Ridge prohibits the operation or use of unmanned aerial systems or drones, by anyone – including recreational users and hobbyists – without prior written authorization from management. This prohibition includes drones used for any purpose whatsoever and includes drones with and without camera capabilities. Any unauthorized use of a drone within the property grounds by you or your guests will be considered a lease violation.

**19. TRASH/RUBBISH**

- a. All trash should be placed only in the compactor. Do not deposit garbage or trash in any other area.  
b. No disposing of large items (including furniture) in the compactor, near the compactor or any other part of the community.  
c. Residents are responsible for cleaning and removing all trash and debris from any area they might use outdoors. Residents are not allowed to place trash in common areas, terraces or balconies. If Management removes your trash, a \$25.00 fee will be charged. This includes any and all cigarette butts, cans, bottles and trash.

**20. SMOKE DETECTORS**

- a. All smoke detectors must be operable and connected at all times. If a battery becomes weak, it will give a short beep approximately every minute.  
b. It is the responsibility of Residents to replace all batteries immediately. If you need assistance in replacing the battery, the maintenance staff will install a battery provided by the Resident.

**21. LIGHT BULBS**

- a. It is the responsibility of Hunters' Ridge Apartments to replace appliance light bulbs throughout the duration of the Lease, when notified. Residents are responsible for the maintenance of all other light bulbs. If you need assistance in replacing the bulb, the maintenance staff will install a light bulb provided by the Resident.

**22. WATERBEDS**

- a. Waterbeds are permitted only by special arrangements made between Management and Residents. Only Residents who live on the bottom floor and carry an insurance policy may be considered. Residents shall be held liable for any damages that occur.

**23. PACKAGES**

- a. Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like.  
b. Resident(s) agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold owner harmless for the same.  
c. Resident(s) understand should they not be home to accept packages at their door that they may not receive notification that there was an attempt to deliver or that it was delivered to the office unless they "opt in" for notification via email or text. Resident(s) are responsible for tracking their own packages.



# Hunters' Ridge Rules and Regulations

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
2	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
3	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:32 PM
4	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
5	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
6	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:57 PM
7	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:20 AM
8	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:20 AM
9	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:20 AM
10	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:00 PM

## MOLD ADDENDUM

This Moisture and Mold Addendum is attached to, and incorporated into, the Lease Agreement. In consideration of the mutual covenants set forth in the Lease and below, and other good and valuable consideration, Owner and Resident agree as follows:

1. Mold is found virtually everywhere in our environment – both indoor and outdoor and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Because mold occurs naturally and can grow almost anywhere, Owner cannot guarantee Resident that the apartment is, or ever will be, a “mold-free environment”. There is much a Resident can and should do within the apartment to reduce the possibility of mold growth, including the following:

- When doors and windows are closed, keep the air conditioning on “Auto” or “On” at all times. When doors or windows are open, turn the air conditioner “Off”. To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the summer. Do not block or cover any heating/ventilation/air conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.

- Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.

- Use the exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.

- Use the kitchen exhaust fan when cooking on the stovetop, particularly when boiling water or other liquids.

- Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.

2. RESIDENT acknowledges and agrees that if Resident fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, RESIDENT will be creating an environment that could result in mold growth. RESIDENT agrees to notify OWNER immediately of any sign of a water leak, excessive or persistent moisture or any condensation sources in the apartment or in any storage room or garage leased to RESIDENT, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows.

TO THE MAXIMUM EXTENT PERMITTED UNDER KS LAW, RESIDENT ACKNOWLEDGES AND AGREES THAT OWNER WILL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES DUE TO MOLD GROWTH TO THE EXTENT SUCH CONDITIONS HAVE RESULTED FROM THE ACTS OR OMISSIONS OF RESIDENT, OR IF RESIDENT HAS FAILED TO IMMEDIATELY NOTIFY OWNER OF ANY OF THE CONDITIONS DESCRIBED IN THIS ADDENDUM, AND RESIDENT WILL REIMBURSE OWNER FOR ANY DAMAGE TO THE APARTMENT RESULTING FROM RESIDENT’S ACTS OR OMISSIONS OR FROM RESIDENT’S FAILURE TO NOTIFY OWNER OF SUCH CONDITIONS.

RESIDENT agrees to cooperate fully with OWNER in OWNER’s efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon OWNER’s request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by OWNER.

3. RESIDENT warrants that RESIDENT has reviewed and understands its obligations under this Addendum.

4. I have been supplied with the attached “**Tips to Avoid Moisture and Mold Problems**”

<sup>1</sup> Madison P Snethen

<sup>2</sup> John A Kihm

<sup>3</sup> Brittany M Zarco

<sup>4</sup> Nicole Miller

# Kelly Ent. Mold Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:31 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:56 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:19 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:00 PM

## **TIPS TO AVOID MOISTURE AND MOLD PROBLEMS**

As part of the Landlord's commitment to provide a well-maintained premise, we need your assistance to eliminate conditions in your apartment that may lead to water infiltration, excess humidity, and/or moisture buildup.

When moisture is present in any home, mold may grow and accumulate. Because mold cannot grow without a moisture source, following these simple steps may minimize moisture buildup in your apartment and discourage the growth of mold.

Please contact the Landlord IMMEDIATELY to report:

- Any water leak, flooding or persistent excessive moisture in your apartment, storage room, garage or any common area.
- Any stains, discoloration, mold growth or musty odor.
- Any malfunction of your kitchen or bathroom exhaust vents or heating or air conditioning system, including excess condensation, ineffective air circulation, abnormal odors, or other abnormal conditions.
- Any cracked or broken window.
- Properly ventilate and de-humidify your apartment home. When doors and windows are closed, keep your air-conditioning on "Auto" or "On" at all times. Turning the system "Off" when doors and windows are closed can, under certain circumstances, result in humid conditions that can lead to mold growth.
- When doors or windows are open, turn your air conditioner "Off". Leaving your air conditioner "On" with doors or windows open can lead to mold growth. Note that in heating season, when the outside air is often somewhat less humid in some parts of the country, windows may be partially open for ventilation with the furnace in the "On" position.
- To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment.
- Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the summer.
- Do not block or cover any heating/ventilation/air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
- Excessive use of a humidifier can contribute to conditions favorable for moisture build-up and mold growth. Maintain a clean environment in your apartment home:
- Regularly vacuum and clean your apartment using household cleaners.
- Follow your community's guidelines on house pets and clean up pet accidents immediately and thoroughly.
- Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces.
- Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
- Prevent moisture buildup in your bathroom. Use the exhaust fan when bathing/showering and keep the shower curtain inside the tub and/or fully close the shower door.
- When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated.
- Hang up towels and bath mats to dry completely.
- Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
- Dry any excess moisture on bath/shower and sink fixtures. Prevent moisture buildup in your laundry closet if you have a washer/dryer:
- Call the Landlord to report condensation in the washer and dryer closet. Dry any condensation that does gather.
- Use your dryer to dry the bulk of your laundry. While a small rack may be used for delicate clothing articles, extensive use of drying racks can create humidity that may lead to moisture problems. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air.
- Ensure that your dryer vent is properly connected and clear of any obstructions.
- Clean the lint filter after every use.
- Prevent moisture buildup in your kitchen. Use the kitchen exhaust fan when cooking on the stovetop, particularly when boiling water or other liquids.
- Dispose of food-related wastes and other moist or damp garbage as quickly as possible.
- Prevent moisture buildup in your closets: Do not overfill closets or storage areas with clothes or other soft goods.
- Do not allow damp or moist stacks of clothes or other cloth material to lie in piles.
- Leave your closet doors ajar during the summer months.
- Dry wet shoes, coats, clothes and umbrellas before storing.

# Kelly Ent. Tips to Avoid Moisture and Mold

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:31 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:56 PM
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4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:01 PM

**BED BUG ADDENDUM**

This is an addendum to the Lease and any subsequent renewal periods between Kelly Enterprise, Inc. DBA Hunters' Ridge Apartments. (hereinafter called "Owner") and Madison P Snethen, Brittany M Zarco and John A Kihm in Apartment G108, (If more than one collectively "Resident"). All parties who sign as a Resident, shall be jointly and severally, held responsible for the terms and conditions of the Addendum. The parties agree as follows:

This Addendum modifies the Lease Agreements and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the premises or personal property in the premises. Resident understands that Landlord relied on Resident's representation in this Addendum.

- 1. **INSPECTION:** Landlord has inspected the unit and is aware of no bed bug infestations prior to move-in. Resident shall inspect the dwelling prior to move-in and notify Landlord of any bed bugs or bed bug infestations.
- 2. **INFESTATIONS:** Resident agrees that they have read the information in this Addendum about bed bugs and: Resident is not aware of any infestation or presence of bed bugs in their current or previous apartment home or dwelling. Resident agrees that they are not aware of any bed bug infestation or presence in any of their furniture, clothing, personal property or possessions. Resident agrees that they have not been subjected to conditions in which there were any bed bug infestations or presence.

Resident agrees that, if they previously lived anywhere that had a bed bug infestation, all of their personal property (including furniture, clothing and other belongs) has been treated by a licensed pest control professional. Resident agrees that such items are free of further infestation. If Resident discloses a previous experience of bed bug infestation, Resident shall provide documentation of treatment and Landlord may inspect Resident's personal property and possessions to confirm the absence of bed bugs. Resident agrees that any previous infestation which Resident may have experienced has been disclosed.

- 3. **ACCESS FOR INSPECTION AND PEST TREATMENT:** Resident shall cooperate with pest control efforts and permit access to the premises at reasonable times to inspect for or treat bed bugs. Landlord has the right to select any licensed pest control professional and method of treatment to treat the premises and building. Landlord may inspect and treat adjacent or neighboring premises to the infestation, even if those premises are not the source or cause of the infestation. Resident is responsible for and must, at Resident's own expense, have Resident's personal property furniture, clothing, and possessions treated according to accepted treatment methods established by the licensed pest control professional selected by Landlord. Resident must do so as close as possible to the time Landlord is treating the premises. If Resident fails to do so, Resident shall be in default and Landlord will have the right to terminate Resident's Lease Agreement. Resident shall NOT treat the dwelling for a bed bug infestation on their own.
- 4. **DUTY TO REPORT:** Resident shall report any suspected bed bugs, or signs indicating bed bugs, immediately to the Landlord. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units.
- 5. **MANDATORY COOPERATION:** If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and their pest control professionals to treat and eliminate the bedbugs. Resident must follow all directions from Landlord or its agents to clean and treat the premises and building that are infested. Resident must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time Landlord treats the dwelling. Any items Resident removes from the premises must be disposed of as instructed by Landlord or its agents. If Landlord confirms the presence or infestations of bed bugs in Resident's premises, Landlord has the right to require you to temporarily vacate the premises and remove all furniture, clothing and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate, they shall be in breach of their Lease Agreement.
- 6. **RESPONSIBILITIES:** Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat Resident's dwelling unit for bed bugs. If Landlord confirms the presence or infestation of bed bugs after Resident vacates the premises, Resident may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other Residents in order to treat adjoining or neighboring premises to Resident's premises, Resident may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring Residents and clean and perform pest control treatments to eradicate infestations in other dwellings. Any sums assessed under this Addendum shall be considered additional rent due and failure to pay will result in breach of your Lease Agreement.
- 7. **TRANSFERS/RE-ENTRY TO PREMISES:** If Resident is transferred to another unit in the community, or if Resident was required to vacate the unit because of the presence of bed bugs, Resident must have all personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide Landlord with proof of such cleaning and treatment prior to entry into any unit. Landlord in its sole discretion may require Resident to secure additional treatment or cleaning prior to entry.
- 8. **ADDENDUM SUPERSEDES LEASE-** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.
- 9. **DEFAULT:** The following will be considered material non-compliance of the Lease and Addendum and a default of the Lease and this Addendum:
  - a. Any misrepresentation by the Resident in this Addendum
  - b. Failure to promptly notify the Landlord of the presence or suspected presence of bed bugs.
  - c. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
  - d. Refusal to allow the Landlord to inspect the unit.
  - e. Any action that prevents treatment of the Unit or potentially exasperates or increases the bed bug issues
  - f. Failure to pay for any costs assessed to Resident.
  - g. Resident's failure to comply with this Addendum.

<sup>1</sup> Madison P Snethen      <sup>2</sup> John A Kihm      <sup>3</sup> Brittany M Zarco      <sup>4</sup> Nicole Miller

# Kelly Ent. Bed Bug Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:31 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:56 PM
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4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:01 PM

**BED BUG GUIDE FOR RESIDENTS**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source) the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don’t discriminate. They have been found in some of the fanciest hotels and apartments in some of the nation’s most expensive neighborhoods. Bed bugs are not a sign of poor hygiene or uncleanliness. Bed bugs do not transmit disease. While bed bugs are, by their very nature, more attracted to clutter, they are not discouraged by cleanliness.

**Identifying bed bugs**

Bed bugs can often be found in, around and between: bedding, bed frames, mattress seams, upholstered furniture (especially under cushions and along seams), around behind and under wood furniture (especially along areas where drawers slide), curtains, along window and door frames, ceiling and wall junctions, behind and around wall hangings, between carpeting and walls, inside electronic devices. Beg bugs leave some persons with itchy welts very similar to those caused by fleas and mesquites, thus the origins of these markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reason resulting from direct contact with bed bugs. While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed. It is also not uncommon for bed bug skin casts to be left behind in areas frequented by bed bugs.



**Bedbug do’s and don’ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction of second-hand and abandoned furniture into a unit. Unless the determination can be made with absolute certainty that a piece of furniture is bed bug free, Residents should assume that it is infested with bed bugs.
- **Do address bed bug sightings immediately.** Residents who suspect the presence of bed bugs must immediately notify the Landlord.
- **Do not attempt to treat bed bug infestations.** Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional chemical based insecticides and pesticides, pose too great a risk to Residents and their neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed host to bed bugs, you must comply with the bed bug eradication protocol set forth by the Landlord and their designated pest control professional.



# Kelly Ent. Bed Bug Guide for Residents

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:31 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:55 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:18 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:02 PM

**NO-SMOKING ADDENDUM**

This is an addendum to the Lease and all subsequent renewal periods between Kelly Enterprise, Inc. DBA Hunters' Ridge Apartments (hereinafter called “Owner”) and **Madison P Snethen, Brittany M Zarco and John A Kihm** in Apartment **G108**, (If more than one collectively “Resident”). All parties who sign as a Resident, shall be jointly and severally, held responsible for the terms and conditions of the Addendum. The parties agree as follows:

This agreement period shall be for the period of occupancy as defined under the Rental Contract.

**Purpose of No-Smoking Policy** – The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

**Definition of Smoking** - Smoking refers to any use or possession of a cigar, cigarette, pipe, or hookah containing tobacco, a tobacco product, marijuana (including medical marijuana) or any other substance that is intended for smoking while that substance or product is burning, lighted or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of burning, lighted or ignited no-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**Smoke Free Community** – Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Residents and members of Resident’s household shall not smoke anywhere in the apartment or terraces/balconies leased by Resident, the building where the Resident’s dwelling is located or any of the common areas or adjoining grounds of such building or other parts of the Hunters' Ridge Apartments property, nor shall Resident permit any guests or visitors to do so. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors, and hallways, building common areas, apartments, club house, exercise facility, all interior areas of the property, pool area, parking lots, landscaped areas and all other spaces whether in the interior of the premises or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents are also prohibited by this addendum.

**Resident to Promote No-Smoking Policy and to Alert Management of Violations** – Resident shall inform their guests of the no-smoking policy. Further, Resident shall promptly give Management a written statement of any incident where tobacco smoke is migrating into the Resident’s apartment from sources outside of the apartment.

**Owner and Manager Not a Guarantor of Smoke-Free Environment** – Resident acknowledges that Hunters' Ridge Apartments’s adoption of a smoke-free living environment, and the efforts to designate the community as smoke-free, do not make the Owner or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s apartment and the common areas. However, Hunters' Ridge Apartments shall take reasonable steps to enforce the smoke-free terms of its leases and to make the community smoke-free. Hunters' Ridge Apartments is not required to take steps in response to smoking unless made known of said smoking or has been given written notice of said smoking.

**Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents** - Should you or your guests be found to smoke you are responsible for payment of all costs and damages to your apartment, other residents’ apartments, or any other portion of the property for repair, replacement or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests or invitees. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents’ quiet enjoyment, or adversely affects other residents’ or occupants’ health, safety, or welfare.

**Extent of Your Liability for Losses Due to Smoking** - Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Rental Contract or any other addendum.

**Effect of Breach and Right to Terminate Lease** – A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Owner.

**Disclaimer by Owner** – Resident acknowledges that Owner’s adoption of a smoke-free living environment, and the efforts to designate the community as smoke-free, does not in any way change the standard of care that the Owner or managing agents would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other apartment community. Owner specifically disclaims any implied or express warranties that the building, common areas or Resident’s premises will have higher or improved air quality standards than any other apartment community. Owner cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Owner’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident’s guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

This is an important legally binding document. By signing this addendum you are acknowledging that a violation could lead to termination of your Rental Contract or right to continue living in the premises.

<sup>1</sup> *Madison P Snethen*      <sup>2</sup> *John A Kihm*      <sup>3</sup> *Brittany M Zarco*      <sup>4</sup> *Nicole Miller*

# Kelly Enterprise Smoking Policy

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:30 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:55 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:18 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:03 PM

**ANIMAL ADDENDUM**

This is an addendum to the Lease between Kelly Enterprise, Inc. DBA Hunters’ Ridge Apartments (hereinafter called “Owner”) by and through its authorized agent Kelly Enterprise Incorporated (“Manager”) and Madison P Snethen, Brittany M Zarco and John A Kihm in Apartment G108, (If more than one collectively “Resident”). All parties who sign as a Resident, shall be jointly and severally, held responsible for the terms and conditions of the Addendum. The parties agree as follows:

Resident(s) have no animals      ☒

Resident may keep only the animal(s) described below. No other animals may be substituted.

Animal’s name:  
Type:  
Breed:  
Color:  
Weight:

- 1. All animals must be properly licensed in the city of Lawrence and inoculated for rabies and the usual inoculations for type of animal.
- 2. The animals in the above referenced apartment must be of the above description. If any other type of animal is found in the apartment, whether it be the Resident’s or their guests’, Resident shall be in breach of this addendum and the Lease. Resident understands that animals not listed above may never “visit” or enter the apartment at any time. If an unauthorized animal is found to have entered the apartment a \$400 Unauthorized Animal Fee will be charged. This fee will also be due for any animal entering the apartment before they are authorized per the lease.
- 3. No more than two animals are permitted in any one apartment. The animals can weigh no more than 60 pounds at full grown weight. Animals weighing more than 30 pounds may only live in a first floor apartment. Animals must be spayed or neutered. Evidence to the animal’s weight, age and alteration from a veterinarian must be provided to Hunters’ Ridge on or before move-in. Should evidence not be provided before move-in the Unauthorized Animal Fee may be charged.
- 4. Each dog must be registered within 5 days of move-in using the DNA Collection Kit. Failure to do so will result in a \$400 fine per dog. If a animal is acquired after move-in, the Resident has 48 hours to register the dog with Management using the DNA Collection Kit. Failure to do so will result in a \$400 fine per dog.
- 5. Animal will be kept on a leash at all times when outside the Resident’s apartment and under Resident’s control at all times. **Resident is responsible for the immediate cleanup of all animal waste. Anyone found not cleaning up immediately after their animal and/or not disposing of animal waste shall be fined \$150 for the first occurrence, \$200 for the second occurrence and will result in the removal of the animal for the third occurrence.** Resident agrees to reasonably ensure their animal urinates away from the building entrances and in frequently changing areas so as not to damage the property landscaping. Animals may only defecate within the apartment if it is done in a litter box with a kitty-litter type mix. Puppy Pads, Training Pads or the like are prohibited. At no time may animals defecate on terraces/balconies or in garages.
- 6. Animal is not to be out on the grounds unless accompanied by a Resident. Resident cannot tie out their animal or leave animal unattended on terraces/balconies or in garages. Animals are not allowed in any amenity area with the exception of a designated Bark Park.
- 7. Resident states that Animal will not disturb any of the other residents and will not damage any of the apartment community property. Excessive barking or whining by a dog will not be allowed. **If in the judgment of Management, the Animal disturbs any resident of the apartment community or apartment premises, the owner of said animal agrees, on ten days written notice, to remove said Animal from the premises permanently.** Resident further agrees to pay for any damage done to any of the apartment community by Animal, within ten (10) days of management’s written request for payment.
- 9. To the maximum extent permitted under Kansas law, Resident agrees to indemnify hold Owner, its members, partners, officers, agents, managers and employees of the apartment community harmless from any claim or action, including reasonable costs and attorney’s fees, arising from Animal being on the apartment community premises.
- 10. A non-refundable pet fee in the amount of \$300.00 per pet is hereby acknowledged. The apartment rental paid by the Resident is hereby increased by a sum of \$50.00 per month per pet. See issue described in lease.
- 11. Any additional animals shall be removed immediately by Resident and if such is not done within five (5) days after Resident receives written notice by Owner, Resident shall be deemed in breach/default of the Lease.
- 12. This Animal Addendum shall be available for only cats and dogs. Any other type of animal must be approved by management before ever entering the apartment. Notwithstanding the above. Snakes, rodents, weasels, birds and rabbits are not permitted under any circumstance. Cats must be spayed or neutered and litter trained. No wild or aggressive cats will be allowed. Dogs must must be spayed or neutered. Evidence to this fact must be presented from the dog’s veterinarian. Management must meet the dog to observe its nature and make sure it falls within company guidelines. The animal must be able to be touched by one of our staff members and not show signs of aggression in order to be approved to live here. No aggressive dogs will be allowed, regardless of size.
- 13. Should Resident fail to comply with any of the terms and conditions of this Addendum, Resident shall be in default of this Addendum and the Lease and, in addition to the fees and/or fines that Resident is responsible to pay as set forth herein, Resident may be subject to Lease termination.

In consideration of Resident agreeing to abide by the terms and conditions herein provided and the terms of the Lease between the parties, the terms and conditions of which are incorporated by reference herein, Owner does hereby permit resident to have said Animal in Resident’s apartment.

<sup>1</sup> *Madison P Snethen*      <sup>2</sup> *John A Kihm*      <sup>3</sup> *Brittany M Zarco*      <sup>4</sup> *Nicole Miller*

# Hunters' Ridge Animal Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:30 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:55 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:17 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:03 PM

**CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Resident, any members of the resident’s household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including Drug-related criminal activity anywhere, including, but not limited to, on or near the said premises. “Drug related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use an illegal substance or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802])
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal substance or controlled substance as defined in K.S.A. 21-36a01, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including prostitution as defined in K.S.A. 21-3512, criminal street gang activity as defined in K.S.A. 21-4226 and K.S.A. 21-4227, threatening or intimidating as prohibited in K.S.A. 21-4228, assault as prohibited in K.S.A. 21-3408, including but not limited to the unlawful discharge of a weapon anywhere, including, but not limited to, on or near the dwelling unit premises, or commit any act or omission that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant(s), or involves imminent or actual serious property damage, as defined in K.S.A. 21-3720.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of this addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

<sup>1</sup> Madison P Snethen      <sup>2</sup> John A Kihm      <sup>3</sup> Brittany M Zarco      <sup>4</sup> Nicole Miller

# Hunters Ridge/Kelly Park/Kelly Reserve Crime Free Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:30 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:54 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:17 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:04 PM

## **UTILITY ADDENDUM FOR ELECTRIC, WATER, SEWER AND TRASH SERVICE**

The Utility Addendum is incorporated into Hunters' Ridge Apartments Lease Agreement which commences on **08/03/2023** and all subsequent renewal periods. This addendum is in addition to all terms and conditions listed in the Lease. If the terms of this addendum conflict with those set forth in the Lease, the terms in the Utility Addendum will be enforced.

### **Section 1**

- A) Water service to your apartment will be paid by you, the leaseholder. Water bills will be billed by Resident Utility and added to your rental account ledger. The rate is an allocation based on the number of persons residing in your apartment.
- B) Sewer service to your apartment will be paid by you, the leaseholder. Sewer bills will be billed by Resident Utility and added to your rental account ledger. The rate is an allocation based on the number of persons residing in your apartment.
- C) Gas service is not applicable. Hunters' Ridge Apartments are all electric.
- D) Trash service to your apartment will be paid by you, the leaseholder. Trash bills will be billed by Resident Utility and added to your rental account ledger. The rate is a \$20.00 flat rate per month.
- E) Electric service to your apartment will be paid by you, the leaseholder. Leaseholders are responsible for contacting Westar Electric to set up electric service. A confirmation number confirming that service has been connected is required at the time of move in.

### **Section 2**

When an allocation formula is used, Resident Utility will calculate your allocated share of the utility services in conjunction with state and local laws. At the end of the lease term, we have the right to change the allocation methods of determining your share of the utility notices. You will be notified of any changes in writing. Flat fees for trash service represent s a fair and reasonable amount for the service provided. Resident understands that these fees can be amended.

### **Section 3**

When billed by Hunters' Ridge Apartments, through Resident Utility, you must pay your utility bill(s) with your monthly rent which is due and payable as indicated on the Lease in Section 2. A late payment or failure to pay any utility bill is considered a breach of the lease agreement and all necessary remedies will be exercised, up to and including eviction for nonpayment. A set-up or initiation fee will be charged by Resident Utility in the amount of \$3.50, which will be included in your first bill and a monthly billing fee of \$3.50 will be included on each of the following bills. All utility payments and late fees due under this addendum shall be considered rent under the Lease.

### **Section 4**

You will be charged for the full length of time that you were living, occupying, or responsible for payment of rent or utility charges on the apartment. If there is a breach in the lease agreement, you will be responsible for utility charges for the time period you were obligated to pay the charges under the lease. Failure to set up utility services in a timely manner may result in a \$25.00 administration fee for billing and any utility service that is billed to Hunters' Ridge Apartments will be charged to you.

### **Section 5**

Upon move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid by the time you move out or will be deducted from your security deposit.

### **Section 6**

Hunters' Ridge Apartments is not liable for any losses or damages incurred as a result from outages, interruptions, of fluctuations in utility services unless the loss or damage is a direct result of negligence by Hunters' Ridge Apartments.

### **Section 7**

You agree that you will not tamper with, adjust, or disconnect any utility sub-metering system or device. If you are found to be in violation of this provision, it will be considered a breach of your lease agreement and may result in eviction or other remedies available to us under your lease agreement and this addendum.

### **Section 8**

All utilities, charges, and fees of any sort under this lease agreement shall be considered additional rent where lawful. If partial payments are accepted, they will first be allocated to non-rent charges and applied to rent charges last.

### **Section 9**

Special provisions and any addenda or written rules furnished to you at or before signing will become part of this Utility Addendum and will supersede any conflicting provisions listed in the Lease Agreement.

<sup>1</sup> Madison P Snethen      <sup>2</sup> John A Kihm      <sup>3</sup> Brittany M Zarco      <sup>4</sup> Nicole Miller



# Hunters' Ridge Utility

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:29 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:54 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:16 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:04 PM

## SATELLITE ADDENDUM

You may install one (1) satellite dish or antenna within your leased area. The following rules must be adhered to with no exception:

- Satellite or antenna may not exceed one meter (3.3 feet) in diameter.
- May only be installed within your leased space which is exclusive to you. This means it must be contained within your balcony/terrace. **No portion of the satellite or antenna may protrude beyond the horizontal and vertical space that is leased to you** (cannot protrude past the railing).
- May not be installed in any common area, roof, exterior wall, window, window sill or fence.
- Your installation must comply with all applicable ordinances and laws and all reasonable safety standards.
- May not be connected to or interfere with our cable, telecommunication or electrical systems except to plug into a 110-volt duplex receptacle.
- **Satellite or antenna may not be attached to the building or railing.** It must be placed on a free standing tripod or attached to a portable, heavy object.
- We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- You may not damage or alter the leased area and may not drill holes through outside walls, door jams, window sills, etc. The signals received from the satellite may be transmitted to the interior of your apartment only by the following methods: Running a “flat” cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with the proper operation of the door or window, wireless transmission of the signal to the satellite dish or antenna to a device inside the dwelling.
- Installation must be done by a qualified person or company approved by us. An installer provided by the seller of the satellite dish is presumed to be qualified.
- You must remove the satellite dish and all equipment upon move-out.
- You must pay for any damages caused by the installation of your satellite or any negligence, carelessness or accident on your part.
- If the satellite dish is installed at a height that could result in injury to others or if it becomes unattached and falls, **you must provide us with evidence of liability insurance** to protect us against claims of personal injury and property damage to others related to your satellite dish, antenna and related equipment. The **coverage must be \$25,000**, which is an amount considered reasonable to cover such purpose.
- You may only install a satellite or antenna after this addendum has been signed and proof of liability insurance has been provided (if applicable).

# Kelly Ent. Satellite Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:29 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:54 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:16 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:05 PM

**RECREATIONAL AND EXERCISE FACILITY ADDENDUM**

This is an Addendum to the Lease between Kelly Enterprise, Inc. DBA Hunters' Ridge Apartments, herein after called (“Owner”) by and through its authorized agent Kelly Enterprise Incorporated (“Manager”), and **Madison P Snethen, Brittany M Zarco and John A Kihm** residing in apartment **G108** (If more than one collectively “Resident”). All parties who sign as Resident shall be jointly and severally held responsible for the terms and conditions of the Agreement.

Hunters' Ridge Apartments is furnishing certain recreational and exercising facilities located in the apartment community; said recreational and exercise facilities are supplied for the personal and exclusive use of the Resident. The Resident understands all use of said recreational and exercise facilities is at his or her “OWN RISK” and for Hunters' Ridge Apartments’S RESIDENTS ONLY. Owner does not supply, nor are there on Premises any instructors or supervisors to aid in the use of the facilities. The Resident fully understands that unsupervised use of the facilities is in the sole discretion of the Resident. It is agreed by and between the parties hereto that Owner shall not be liable for any injury or health problems, which may arise from the use of the facilities. To the extent permitted under Kansas law, the Resident hereby releases, relinquishes and waives all right he/she may have either individually or by and through persons to assert any claim or action against Owner, members, shareholders, managers, agents, officers and employees arising out of the use of the exercise equipment.

**Amenity Card Access**– Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his/her residency. Each additional card for you, your children or other occupants will require a \$20.00 non-refundable fee.

**Pool Passes** – Each person who is 14 years of age or older and listed as a resident on the Lease will be given a pool pass at no cost to use during his/her residency. Each apartment will also be given two guest passes. Residents must have their assigned pool pass and photo ID at all times while in the pool area. Guests must each have a guest pass within their possession at all times while in the pool area.

**Damaged, Lost, or Unreturned Access Cards/Pool Passes** – If an access card is lost, stolen or damaged, a \$50.00 fee will be charged for a replacement card. If an access card is not returned or is returned damaged when you move out, there will be a \$50.00 deduction from the security deposit. If a pool pass or guest pass is lost, stolen or damaged, a \$10.00 fee will be charged for a replacement pass. If a pool pass or guest pass is not returned or is returned damaged when you move out, there will be a \$10.00 deduction from the security deposit.

**Guests** – Only two (2) guests per apartment (not per person) are allowed at an amenity. Resident is responsible for any and all guests at any facility and further agrees that all guests must be accompanied by an adult resident at all times. Resident agrees to reimburse Owner for any damage to equipment, furniture, electronics or other items provided in any recreational facilities caused, in whole or in part, by Resident or Resident’s guests.

**Rules**– Resident agrees to follow all posted rules and age limits. Resident also understands that Management may, at its sole discretion, deem behavior inappropriate, whether or not posted, and may revoke amenity privileges from the Resident and all other occupants of the apartment at any time. There is a \$25.00 fine, per person, to trespassers, whether it be Residents or their guests, in the pool area after closing hours. A \$5.00 per day late fee will be charged.

<sup>1</sup> *Madison P Snethen*      <sup>2</sup> *John A Kihm*      <sup>3</sup> *Brittany M Zarco*      <sup>4</sup> *Nicole Miller*

# Hunters Ridge/Kelly Farms/Kelly Park/Kelly Reserve Recreational and Exercise Facility Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:29 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:53 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:15 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:06 PM

## **REQUIREMENT OF RENTER'S INSURANCE ADDENDUM**

1. **Addendum.** This addendum is entered into on the date below between the parties signed below. This is an addendum to the Lease Contract effective **08/03/2023** and any subsequent renewal periods, by the resident, **Madison P Snethen, Brittany M Zarco and John A Kihm**, for Apartment # **G108** located at **550 Stoneridge Dr** in Lawrence, KS 66049.
2. **Acknowledgment concerning insurance or damage waiver.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by our actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter's insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that you are required to maintain a renter's insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this.**
3. **Election of Insurance coverage or damage waiver.** You agree to the following with respect to your renter's insurance:

You agree to purchase renter's insurance through Resident Insure. If you have questions regarding Resident Insure please call 1-866-249-1066 or visit [www.residentinsure.com](http://www.residentinsure.com); Leasing Office Employees are not licensed agents. Note that Property Solutions Insurance Agency – Resident Insure is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through Resident Insure.

OR

You agree to purchase renter's insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to provide notice to us within 30 days of any cancellation, non-renewal, or other material change in your insurance policy. You agree to obtain renter's insurance with a minimum amount of \$100,000 covering property damage and liability, to notify us within 30 days of cancellation, and to include us in insurance certificate as **"Additional Interested Party" or "Additional Certificate Holder" Hunters' Ridge Apartments, 550 Stoneridge Dr, Lawrence, KS 66049.** Under no circumstances should the community be listed as "Additional Insured".

4. **Non-Compliance Fee.** You also acknowledge and agree by signing below that **you will accept a charge of \$25 Non-Compliance Fee, in any month during which you allow the required insurance coverage to lapse or expire.** THIS CHARGE WILL OCCUR EACH MONTH THAT YOU DO NOT HAVE THE REQUIRED RENTERS INSURANCE, AND IT IS NOT REFUNDABLE, NOR PRORATEABLE. This Non-Compliance Fee is for the purpose of reimbursing the Landlord for multiple expenses associated with the risk of an uninsured resident. You agree to pay Landlord this amount in addition to all other obligations in the Lease Agreement. You also agree that the cost of this Fee will be considered additional rent for purposes of the Lease Agreement.
5. **Default.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Agreement, and we shall be entitled to exercise all right and remedies under the law, including, but not limited to, termination of the Lease.

**I have read, understand and agree to comply with the preceding provisions.**

<sup>1</sup> *Madison P Snethen*      <sup>2</sup> *John A Kihm*      <sup>3</sup> *Brittany M Zarco*      <sup>4</sup> *Nicole Miller*

# Kelly Ent. Renter's Insurance Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:28 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:53 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:15 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:06 PM

## **NOTIFICATION ADDENDUM**

In an effort to communicate with its Residents in an efficient manner, Hunters' Ridge Apartments will send Resident notifications by email or text message. Legal notices regarding non-payment of rent or eviction will be sent to resident by hard copy delivered to the apartment door.

Notifications sent to Resident may include information regarding, but are not limited to, service requests, resident events, property information, renewals, community policies, lease violations, staff and/or contractors entering apartment, account balances, renters insurance, move-outs, etc.

Resident understands that they may opt out of receiving text messages, however, they may not opt for a different form of notification in place of emails and that it is their responsibility to ensure they are able to receive emails from Hunters' Ridge Apartments and its agents. It is the Resident's responsibility to read the emails and texts sent by Hunters' Ridge Apartments and its agents.

All notices are deemed effective when emailed or texted to at least one Leaseholder at an email address or phone number provided by Resident. It is the Resident's responsibility to notify Hunters' Ridge Apartments of a change in email address or phone number.

info@huntersridgeks.com should be added to the Resident's "safe list" on their email account.



# Kelly Ent. Notification Addendum

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:28 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:53 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:14 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:07 PM

**KEYS, PERMITS, CONTROLS AND ACCESS**

I/We, **Madison P Snethen, Brittany M Zarco and John A Kihm**, acknowledge the receipt of the following keys/controls/access cards/permits and the replacement cost of each should any be lost during my/our lease term or if not returned at move-out.

Type	Quantity	Replacement Cost	Control Number
Apartment Door Keys	3	\$5.00	N/A
Mailbox Keys	3	\$5.00	N/A
Gate/Amenity Access Cards	3	\$50.00	N/A
Garage Remotes	0	\$50.00	N/A
Pool Passes	3	\$10.00	N/A

# Permits Addenda

## Signature Details

	Signer	IP Address	Date Signed
1	<b>Madison P Snethen</b> Primary (15122697)	99.32.46.86	07/11/2023 09:46:27 PM
2	<b>John A Kihm</b> Co-Applicant (15123557)	66.45.154.174	07/11/2023 11:05:52 PM
3	<b>Brittany M Zarco</b> Co-Applicant (15123558)	23.127.68.187	07/20/2023 09:38:14 AM
4	<b>Nicole Miller</b> Owner/Manager	2600:1700:4480:14a0:454	07/24/2023 03:56:07 PM