

# APARTMENT LEASE CONTRACT



Date of Lease Contract: February 9, 2024  
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

## Moving In — General Information

1. **PARTIES.** This Lease Contract ("Lease" or "Lease Contract") is between you, the resident(s) (list all people signing the Lease Contract):

Brenda Jackman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("resident" or "residents") and us, the owner: Reserve at Prairie Glen I

(name of apartment community or title holder). You've agreed to rent Apartment No. 221 at 2515 S

Ohio St (street address) in Salina

(city), Kansas, 67401 (zip code) (the "Premises" or "apartment" or "dwelling" or "dwelling unit") for use as a private residence only. The terms "you" and "your" refer to any and all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. The term "apartment community" refers to the apartment complex where the Premises is situated. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Noah Jackman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

### 3. LEASE TERM.

A. The initial term of the Lease Contract begins on the 1st day of March, 2024 and ends at 11:59 p.m. the 28th day of February, 2025 subject to the Lease Contract term converting to month to month if proper notice is not given pursuant to 3B below.

B. In order to have your Lease Contract expire upon the Lease Contract Expiration Date, you or we must give at least 30 days written notice of termination of your Lease Contract. If the number of days isn't filled in, at least 30 days notice is required. Notwithstanding, if the Lease Contract converts to month-to-month then in order for you or us to terminate the month-to-month tenancy, the Lease Contract termination notice must be in compliance with K.S.A. 58-2570 (b). Nothing set forth in this paragraph 3B shall be construed to limit or restrict either parties' right to terminate the Lease Contract or your tenancy if such right is provided pursuant to this Lease Contract or applicable law.

**Renewal.** If such notice of termination of the Lease Contract is not timely given, this Lease Contract will automatically renew on a month-to-month basis.

**Lease Contract Expiration Date.** The Lease Contract Expiration Date shall be the date that your Lease Contract expires as described in paragraphs 3A and 3B above.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed. If the apartment is rented unfurnished, such security deposit amount shall not exceed one month's rent. If the apartment is rented furnished, such amount shall not exceed one and one-half month's rent. If an animal is permitted in the apartment, an animal addendum should be attached. Any additional security deposit for such animal(s) (other than a support animal for a disabled person) may not exceed one-half month's rent.

5. **KEYS.** You will be provided 2 apartment key(s), 1 mailbox key(s), 0 FOB(s), and/or 0 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 980.00 commencing 03/01/2024 and continuing each month thereafter during the pendency of this Lease Contract.

☒ at the on-site manager's office, or  
☒ at our online payment site, or  
☒ at <https://payments.gozego.com/login/pm>

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of (check one): ☐ 1st month or ☐ 2nd month, on \_\_\_\_\_

Except for the prorated rent described above, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be (check one): ☒ a flat rate of \$ 50.00 or ☐ \_\_\_\_\_% of your total monthly rent payment. You'll also pay a charge of \$ 20.00 for each returned check or rejected electronic payment (not to exceed \$30), plus a late charge. If you don't pay rent on time, you'll be delinquent, and we may pursue any, some, or all remedies under this Lease Contract, at law, or in equity. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract other than the security deposit shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna  
☐ wastewater ☐ trash ☐ cable TV  
☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities

may be used only for household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If the apartment is submetered for electricity, water, or gas, a submetering addendum is attached to this Lease Contract in compliance with state agency rules. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with applicable law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property, liability, or personal injury. You shall not be considered an insured under any of our insurance policies. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury, including but not limited to any damage or loss arising from fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required. If you are required to purchase said insurance pursuant to the Lease Contract and fail to do so, we reserve the right to purchase said insurance for you and you shall be liable to us for the cost of said insurance and you agree to immediately reimburse us for the cost of said insurance.

Additionally, you ☒ *check one* ☐ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and/or your Lease Contract, eviction, and/or our pursuit of any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance pursuant to the Lease Contract and fail to do so, we reserve the right to purchase said insurance for you and you shall be liable to us for the cost of said insurance and you agree to immediately reimburse us for the cost of said insurance.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks, latches, or similar devices during the Lease Term, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to any locks, latches, or similar devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a lock, latch, or similar device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same lock, latch, or similar device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions.

11. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ 250.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice) or any other applicable law; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract other than the obligations liquidated by the reletting charge. Notwithstanding, if the termination of your lease is based on and in compliance with K.S.A. 58-25, 137, instead of a reletting fee, you shall be liable to pay us a Lease Contract termination fee equal to the amount of your monthly rent as set forth in this Lease Contract.

**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. Those amounts are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **DAMAGES AND REIMBURSEMENT.** Within seven (7) days after being notified of any damage to the Premises or the apartment community you must, at our option, reimburse us for the costs to repair or replace any damage to the Premises or apartment community, including, but not limited to any loss, damage, government fines, or cost of repairs, or service in the apartment community due to any of the following: your or your invitee(s), or your occupant(s), or their invitee(s), use or occupancy of the Premises or the apartment community or any part thereof, or your or your invitee(s), or your occupant(s), or their invitee(s), negligence, or intentional or reckless conduct. To the extent permitted by law, unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guest or occupants' (and their invitees) negligent or intentional or reckless acts or omissions: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; and (4) damage to the Premises or apartment community caused by or related to your use or occupancy of the Premises or apartment community. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**Limitation of Damages.** To the extent permitted by law, notwithstanding any other provision contained herein, if Owner is found or held liable to Resident for any claim by Resident related to any loss or damage due to fire, theft or breakage in any part of the common area of the dwelling unit, Resident agrees that the total monetary damage recoverable by Resident shall in no instance exceed the total amount of rent Resident paid Owner during Resident's tenancy.

**UNLESS DUE TO OUR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS, TO THE EXTENT PERMITTED BY LAW, RESIDENT, FOR HIM OR HERSELF AND HEIRS AND PERSONAL REPRESENTATIVES, HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS OWNER, ITS OFFICERS, ITS AGENTS, EMPLOYEES, ITS AFFILIATES, SUCCESSORS AND/OR ASSIGNS (COLLECTIVELY "OWNER PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, AND LIABILITY FOR ANY INJURY TO, INCLUDING DEATH OF A PERSON (WHETHER THEY BE A THIRD PERSON, EMPLOYEES OF THE PARTIES HERETO, OR THE PARTIES THEMSELVES) AND FROM ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER SAID LOSS OCCURS TO ANY PARTIES HERETO OR TO THIRD PERSONS) CAUSED**

BY, GROWING OUT R HAPPENING IN CONNECTION WITH RESIDENT'S OR RESIDENT'S INVITEE(S)' USE AND OCCUPANCY OF THE PREMISES, APARTMENT COMMUNITY, FIXTURES, EQUIPMENT, APPLIANCES, FACILITIES, IMPROVEMENTS, AND COMMON AREAS LOCATED THEREON, OR BY REASON OF ANY LIKE OR DIFFERENT CASUALTY THAN THOSE REFERENCED HEREIN.

TO THE EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE TO YOU AND YOU HEREBY RELEASE US FROM ANY LOSS OR DAMAGE OF ANY KIND DUE TO FIRE, THEFT, OR BREAKAGE IN ANY PART OF THE COMMON AREA OF THE DWELLING UNIT.

**13. DISPOSITION OF PROPERTY LEFT IN YOUR APARTMENT AFTER SURRENDER, ABANDONMENT, OR EVICTION.**

**Definition of Surrender And Abandonment of Apartment.** You have "surrendered" the apartment when: (1) no one is living in the apartment in our reasonable judgment; and (2) we have agreed to your early move out in writing and we have retaken possession for our own account by changing locks, cleaning, or repairing the unit.

You have "abandoned" the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) a substantial portion of your personal property has been removed; (3) you've been in default for nonpayment of rent for ten (10) consecutive days; and (4) you have not notified us in writing to the contrary.

**Entry and Disposition of Your Property.** Immediately after surrender, abandonment, or judicial eviction, we may in accordance with law: enter and take possession of the apartment; and sell or otherwise dispose of property left in the apartment in compliance with K.S.A. 58-2565 or other applicable law and exercise other rights under paragraph 50 (Deposit Returns) relating to clean-up, repairs, and security deposit deductions.

**Removal of Your Property.** All property left in the apartment or common areas by you or others after judicial eviction or after surrender or abandonment of the apartment may be removed by us or law officers, at your expense.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins and we have given you notice as required by paragraph 33 (Default by Resident), all future rent will be automatically accelerated without notice and immediately due; and we may end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out; Reletting Charge) and 33 (Default by Resident) apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by any signed written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice period of 30 or more days referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written notice of your Lease Contract termination as described in paragraph 3B herein.

**16. DELAY OF OCCUPANCY.** If we do not deliver possession of the apartment in compliance with the Lease Contract and applicable law, rent will abate until possession is delivered. If there is a delay and you choose not to wait until the apartment is ready for occupancy, you may terminate this Lease Contract upon 5 days written notice to us. After termination, you are entitled to refund of your security deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment and we are in compliance with Kansas Statute 58-2553.

**17. AD VALOREM TAXES/FEES AND CHARGES.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as additional rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as additional rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges may include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, or through a subpoena issued by a court, any person authorized by any applicable law, a governmental agency, or a tribunal of proper jurisdiction, we may provide it.

### While You're Living in the Apartment

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable, non-substantive changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; store anything in closets having gas appliances; cook on balconies or outside; or solicit business or contributions.

Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients,

and other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You must notify us in writing of any anticipated extended absence from the Premises in excess of 7 days no later than the first day of the extended absence. You will be liable for any actual damages incurred as a result of your failure to so notify us.

You agree to notify us if you or any occupants are arrested for or convicted of any felony or misdemeanor involving a controlled substance, violence to another person, destruction to property, or any crime involving sexual misconduct. If there is any Court order prohibiting you or any of your occupants to use or access the Premises or apartment community you agree that we may prohibit your or your occupants' use or access to the Premises and/or the apartment community.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; any act or omission at the Premises or the apartment community (or related to your use of the Premises or any part of the apartment community) that is in violation of any statute, law, or ordinance; or engage in any criminal activity. If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate this Lease Contract and/or your right of occupancy of the Premises, and, at Owner's discretion, pursue any, some, or all remedies available to Owner pursuant to this Lease Contract, at law, or in equity.

**22. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or has been judicially evicted; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager or staff; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space designated or marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space; or
- (14) is parked in any area in the apartment community that is not designated for resident parking.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 45 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death. If your tenancy or Lease Contract is terminated due to your breach or default of this Lease Contract, you are still liable for your obligations under this Lease Contract, including, but not limited to your obligation to pay rent and other charges due under the Lease Contract. Your lease obligations inure to the benefit of your heirs, successors and assigns; however, your right to possession terminates upon your death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless deadbolts, window latches, and access control devices.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke and carbon monoxide detectors as required by any state or local government regulation, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We will comply with other requirements

of any applicable government entity regarding smoke and carbon monoxide detectors. We may replace dead or missing batteries at your expense if we have lawfully entered the apartment. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors or carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water if that condition arises from your acts or omissions or your occupants or your invitees or your occupants' invitees acts or omissions.

**Casualty Loss.** We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Removal of ice, sleet, and snow is not considered maintenance. We shall have no liability for damages due to fire, theft or breakage with respect to common areas of the apartment community. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your (or your occupants' or guests') failure to properly maintain the heat in your apartment, you'll be liable for any and all damage to our and others' property resulting from your (or your occupants' or guests') failure to maintain sufficient heat in the Premises.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** YOU ACCEPT THE APARTMENT, FIXTURES, AND FURNITURE "AS IS", EXCEPT FOR CONDITIONS MATERIALLY AFFECTING THE HEALTH OR SAFETY OF ORDINARY PERSONS. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Within 5 days of the initial date of occupancy or upon delivery of possession of the unit, you and we (or our representative) will jointly inventory the apartment and prepare a written record detailing the condition of the apartment and any furnishings or appliances. We will both sign duplicate copies of the record and we will each keep a copy. Unless otherwise stated on such inventory, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas or apartment. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless your right to the same is mandated by law or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR

DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or like emergency). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage, to perform work, or for any other reason Owner believes is necessary. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part except as provided below.

If we believe that fire or any other damage to your apartment or the apartment community is substantial and poses a threat to your safety, or that performance of needed maintenance or repairs to your apartment or the apartment community poses a danger to you and will necessitate you vacating your apartment in excess of sixty (60) days, we may terminate your tenancy or lease by giving you written notice of said termination. If the apartment unit is damaged or destroyed by fire or casualty not caused by you, any of your occupants, or their invitees, to an extent that the use and habitability is substantially impaired, you may vacate the Premises immediately and must notify us in writing within 5 days thereafter of your intention to terminate your tenancy, in which case your tenancy terminates as of the date of you vacating the Premises. In such event all deposits, less lawful deductions, will be refunded pursuant to applicable law. In the alternative, if continued occupancy is lawful, you may vacate any part of the apartment rendered unusable by fire or casualty. In such case, rent will be reduced in proportion to the diminution in the fair rental value of the unit.

Subject to applicable law, if there is damage or needed maintenance or repair to your apartment or to the apartment community that is not caused by you, your occupants, guests, or invitees, that we do not believe requires us to terminate your Lease Contract or tenancy, but we believe necessitates you temporarily vacating your apartment for sixty (60) days or less, we may, at our option and at our cost, move you to a hotel or an apartment at our apartment community or elsewhere that is similar to your apartment; however, if said damage is caused by you, your occupants, guests, or invitees, as described in this paragraph, we still may move you, however, it shall be at your cost.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional

support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract, at law, or in equity. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. We have no lien on the animal for any purpose.

**29. WHEN WE MAY ENTER.** In case of an emergency involving potential loss of life or severe property damage, we may enter without your consent and without prior notice as provided under Kansas Statute 58-2557 or applicable law. We may also permit entry to your apartment without your consent and without prior notice if we are allowing entry by a law officer with a search warrant or arrest warrant or in hot pursuit. Except in case of emergency or a search warrant, arrest warrant or hot pursuit, we will give you prior reasonable notice of our intent to enter your unit for the purposes listed below. Notice will be mailed or hand-delivered to you or left in a conspicuous place on the front door. You agree that the purposes and procedures below are reasonable. Following such reasonable notice, if you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. Following such reasonable notice, if nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) provided that:

- (1) written notice of the entry is mailed to you, hand delivered to you, or left in a conspicuous place on the front door or other visible location; AND
- (2) entry is for a purpose covered in Kansas Statute 58-2557 or other applicable law, which includes, but is not limited to: inspecting the premises; responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke and/or carbon monoxide detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; removing health or safety hazards (including hazardous materials) or items prohibited under our rules; removing perishable food if your electricity is disconnected; turning off an intrusion alarm; inspecting when immediate danger to person or property is reasonably suspected; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

Under Kansas Statute 58-2565, during any absence of yours in excess of 30 days, we may enter the unit at times reasonably necessary.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Returns).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacement of a resident, or granting a right or license to occupy is allowed only when we expressly consent in a writing signed by you, and us. Subletting is prohibited without our express consent and a subletting addendum must be signed by you and us. Assignment of this Lease Contract (by you) or your tenancy is prohibited. If a replacement resident acceptable to us is procured before the departing resident

moves out and we expressly consent to adding such person as a resident on the Lease Contract, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing resident will remain liable as a guarantor for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures.** If we appoint a replacement resident, such resident must sign this Lease Contract with or without (at our option) an increase in the total security deposit as allowed by law. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date

of our approval. If a departing resident will no longer have a right of occupancy or security deposit refund, and must sign a guaranty of all Lease Contract obligations for the remainder of the original Lease Contract term unless we agree otherwise in writing.

## Responsibilities of Owner and Resident

### 32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, and maintained subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, and heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

### 33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any term(s) or condition(s) set forth in this Lease Contract including but not limited to the following violations: (1) you do not pay rent or other amounts that you owe when due pursuant to this Lease Contract; (2) you or any guest or occupant violates any term or obligation in this Lease Contract, the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a misdemeanor or felony offense involving actual or physical harm to a person, or sexual misconduct; (6) any illegal drugs or paraphernalia are found in your apartment or on your person; or (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct).

**Conduct Warranting Immediate Termination of Resident's Right of Occupancy and/or Lease Contract.** If you violate any term or condition under paragraph 21 (Prohibited Conduct) of the Lease Contract or sections 4, 5, 6, or 7 (above) of paragraph 33 (Default by Resident) of the Lease Contract, we shall be entitled to immediately terminate your Lease Contract and/or right of occupancy of the Premises.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease Contract with Owner (or this Lease Contract if this is a subsequent Lease Contract) prior to the expiration of this Lease Contract and you breach or otherwise commit a default under this Lease Contract, We may, at our sole and absolute discretion, terminate the subsequent Lease Contract (or this Lease Contract if this is a subsequent Lease Contract), even if the subsequent Lease Contract term has yet to commence. We may terminate said subsequent Lease Contract by sending you written notice of our desire to terminate said subsequent Lease Contract. Any offer made by Owner, or its agent(s) to enter into a new Lease Contract or renewal Lease Contract with the Resident is specifically contingent upon the Resident's account with Owner being in good standing and not in default. In the event Resident is in default, monetary or otherwise, any renewal offers made to Resident shall be deemed revoked and Resident shall vacate the Premises at the end of the Lease Term (or prior to the end of the Lease term if required by Owner or any applicable law) without further notice or action of Owner.

**Right of Occupancy and/or Lease Contract Termination for Nonpayment of Rent.** If your default is for nonpayment of rent, we may deliver to you 3 days written notice of termination of your right of occupancy of the Premises and/or termination of your Lease Contract. Delivery of notice may be by personal delivery to you, by posting on the outside of the main entry door, or by certified mail, return receipt requested. If such notice is by certified mail, return receipt requested, an additional 2 days from the mailing of such notice will be allowed for you to pay your rent. Notice will be deemed delivered to you 2 days after postmark. Such notice will state that unless all rent due is paid within 3 days after we deliver the notice to you, your Lease Contract and/or right to occupy the Premises will terminate on the expiration of those 3 days. If the rent is not paid within the period specified in the notice, your Lease Contract and/or right to occupy the Premises will terminate without further notice. At our discretion, our notice to you may provide a longer period in which to pay your rent. Our notice may contain an additional notice that unless you vacate in the time provided in the Lease Contract termination notice and/or right of occupancy of the Premises termination notice, suit will be brought to evict you. See the eviction subparagraph below.

**Right of Occupancy and/or Lease Contract Termination for Other Reasons.** If your default is for material noncompliance with K.S.A 58-2555 and amendments thereto materially affecting health and safety or is for your breach of the Lease Contract that is not for non-payment of rent or is not for conduct warranting immediate termination of your right of occupancy as described herein, we may deliver to you 30 days written notice of termination of your Lease Contract and/or right of occupancy of the Premises ("14/30 Notice"). Such notice will state that your Lease Contract and/or right of occupancy of the Premises will terminate upon a date not less than 30 days after your receipt of the notice ("Notice Period") if the breach is not remedied within 14 days after your receipt of the notice or you have not adequately initiated a good faith effort to remedy the breach within 14 days after your receipt of the notice. If the breach is not remedied within the 14 day period or you have not adequately initiated a good faith effort to remedy the breach within 14 days after delivery of the notice, your Lease Contract and/or right of occupancy of the Premises will terminate at the end of the Notice Period without further notice. At our discretion, our notice to you may provide a longer period in which you may remedy your default. If the breach that was set forth in our 14/30 Notice to you was timely remedied as permitted under K.S.A. 58-2564 (a) and such breach or similar breach occurs again after the 14 day period in our 14/30 Notice to you, we may deliver a written notice to you that your Lease Contract and/or right of occupancy of the Premises will terminate upon a date not less than 30 days after receipt of the notice without providing you the opportunity to remedy the breach. Upon the expiration of this 30-day period, your Lease Contract and/or right of occupancy of the Premises will terminate without further notice. Notice of Lease Contract termination and/or right of occupancy of the Premises termination may be served by hand delivery to you, or if you cannot be found, by leaving a copy with any person over 12 years of age residing at the Premises, or may be served by posting a copy of the notice on the front entry door. In lieu of personal delivery or posting, notice may be given by certified mail return receipt requested. If mailed, notice will be presumed to have been delivered two days after postmark.

**Eviction.** If you are in default, we may file a suit for possession after giving you any applicable notice required pursuant to Kansas law. We may still accept rent or other sums due; and the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums, or to file or continue with eviction proceedings.

**Acceleration.** Upon Default by resident(s), we may accelerate all of your payment obligations to us, including, but not limited to your rent payment obligation and declare the same immediately due and payable. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the move-out date contained in your move-out notice or after the Lease Contract has expired or has terminated ("Holdover Period"). If a holdover is willful and not in good faith, then you'll be liable to us for 1 1/2 months periodic rent or 1 1/2 times the actual damages sustained, whichever is greater. You agree to be bound by all terms and conditions of this Lease Contract during any Holdover Period.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Other Remedies.** We may report unpaid amounts to credit agencies. Upon your default, you will pay us any amounts stated to be rental discounts or concessions in this Lease Contract, in

addition to other sums. Upon your default, we reserve the right to pursue any, some, or all remedies at law, in equity, or pursuant to this Lease Contract, including, but not limited to, terminating your tenancy, terminating your right to possession and/or occupancy of the Premises, terminating the Lease Contract, and/or filing a lawsuit for possession of the Premises, for any damages for which you may be liable, for any rent due and owing, and/or for all other monies due and owing. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs) and shall be deemed as part of the rent. All unpaid amounts bear 12% interest per year from due date, compounded annually. If you commit a default of this Lease Contract and a lawsuit is filed against you, you shall be liable for all costs associated with said lawsuit and you agree to reimburse us for said costs. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. We may turn any returned checks over to law enforcement officials for prosecution according to law.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out; Reletting Charge) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease Contract. Except specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. Should either party file a lawsuit arising out of this Lease Contract said lawsuit shall be exclusively filed and heard in state court located in the county where the apartment community is located. This Lease Contract shall be governed by the laws of the State of Kansas.

## General Clauses

- 34. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
- 35. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
- 36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, or other rights isn't a waiver under any circumstances.
- 37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures and electronic (digital) signatures are binding. All notices must be signed.
- 38. MISCELLANEOUS.**
- A. Exercising one remedy won't constitute an election or waiver of other remedies.
  - B. Our representatives must give you a written release when this Lease Contract entitles you to a release.
  - C. All remedies are cumulative.
  - D. This Lease Contract binds subsequent owners.
  - E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
  - F. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
  - G. All Lease Contract obligations must be performed in the county where the apartment is located.
  - H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
  - I. You agree to notify us if you or any occupants are arrested for or convicted of (A) any felony or (B) any misdemeanor involving a controlled substance, violence to another person, destruction to property, or any crime involving sexual misconduct.
- 39. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we hereby knowingly waive any and all rights you and we may have to a jury trial and you and we agree that a trial on any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.
- 40. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- 41. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.
- 42. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate and/or terminate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- 43. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Disposition of Property Left in Your Apartment After Surrender, Abandonment, or Eviction) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than monthly rent described in paragraph 6 (Rents and Charges) of this Lease Contract are due upon our demand. After the due date, we do not have to accept the rent or any other payments, subject to the requirements of paragraph 33 (Default by Resident).
- 44. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.



## When Moving Out

- 45. MOVE-OUT NOTICE.** You must give at least 30 days written notice of your intent to move-out (Move-Out Notice). If you move out prior to the end of the Lease Contract term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early except if you are able to terminate your Lease Contract pursuant to a right granted to you pursuant to the Lease Contract, or applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date of the Lease Contract term, you will be responsible for all rent and any other sums due through the Lease Contract term. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.
- 46. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out; Reletting Charge) and 33 (Default by Resident). You're prohibited from applying any security deposit to rent. If you attempt to do so, the security deposit shall be forfeited and we may recover any rent due as if the security deposit had not been so applied. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 47. CLEANING.** Prior to you moving out of the Premises, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 48. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for any charges set forth below in this Section and for any damages to the Premises or the apartment community caused by you, your invitees, your occupants, or their invitees, including, but not limited to the following: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by your tenancy at the Premises, your (or your occupants' or invitees') use of the Premises, or negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and/or carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Disposition of Property Left in Your Apartment After Surrender, Abandonment, or Eviction); any costs expended to comply with K.S.A. 58-2565, removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and/or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus court costs, and filing fees actually paid; and other sums due under this Lease Contract.
- You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out; Reletting Charge).
- You agree that damage or unpaid items described in this Section 49 may be deducted from your security deposit.
- 50. DEPOSIT RETURNS.** Upon termination of tenancy, we'll mail to you at your last known address your security deposit refund (if any), less lawful deductions consistent with the requirements of K.S.A. 58-2555. If there are multiple residents, security deposit refunds may be by one check jointly payable to all residents and mailed (along with any list of deductions) to one resident only, provided the envelope is addressed to all residents.
- Surrender and abandonment are defined in paragraph 13 (Disposition of Property Left in Your Apartment After Surrender, Abandonment, or Eviction). Judicial eviction following lawful procedures, surrender, or abandonment ends your right of possession for all purposes and gives us the immediate right, following lawful procedures, to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment (paragraph 13 - Disposition of Property Left in Your Apartment After Surrender, Abandonment, or Eviction) but do not affect our mitigation obligations under paragraph 33 (Default by Resident). Judicial eviction, Surrender, or Abandonment does not release you from your liability and obligations pursuant to the Lease Contract, including, but not limited to, your liability and obligation to pay rents or other payment obligations under the Lease Contract for the remainder of the Lease Contract term subject to any obligation we may have to mitigate our damages herein and pursuant to applicable law.*

## Severability, Originals and Attachments, and Signatures

- 51. SEVERABILITY AND SURVIVAL.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the Lease Contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- All waivers, authorizations, and releases by Tenant set forth in this Lease Contract shall survive the expiration or termination of this Lease Contract. All indemnification obligations of Tenant set forth in this Lease Contract shall survive the expiration or termination of this Lease Contract. All payment obligations of Tenant set forth in this Lease Contract that have accrued prior to the expiration or termination of this Lease Contract, or that continue to accrue after expiration or termination of this Lease Contract shall survive expiration or termination of this Lease Contract. All provisions set forth in this Lease Contract that by their terms expressly indicate survival beyond expiration or termination of this Lease Contract shall so survive, all obligations of Tenant which by their nature require performance, in any particular manner, after the expiration or termination of this Lease Contract shall so survive, and all provisions that ought by their terms to logically survive expiration or termination of this Lease Contract shall so survive. Resident(s) may only terminate its unaccrued obligations (including any unaccrued payment obligations) in this Lease Contract if (1) they receive Owner's written permission to do so; or (2) for any of the reasons set forth in the first sentence of paragraph 23 of this Lease Contract.
- 52. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease Contract. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease



Contract between you and us. This Lease Contract is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**This Lease Contract contains a waiver of jury trial provision and by executing this Lease Contract you are waiving all rights you maintain to have any dispute arising out of this lease to be heard by a jury.**

Date form is filled out (same as on top of page 1)  
02/09/2024

Resident or Resident (sign below)

Brenda M Jackman

Owner or Owner's Representative (signing on behalf of owner)

Elizabeth Carson

Address and phone number of owner's representative for notice purposes

2515 S. Ohio

Salina, Ks. 67401

(785) 823-0400

Name and address of person authorized to manage the Premises

Elizabeth Carson

2515 S. Ohio

Salina, Ks 67401

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Resident(s) responsible for paying a \$30 ECO Fee for water, wastewater, & trash. \*No cash or money order payments allowed. \*30 day written notice must be received prior to the first day of the month prior to the last full calendar month of the termination. Same rules apply to terminate a month to month tenancy.



# E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



## DOCUMENT INFORMATION

Status Signed  
Document ID 420793946  
Submitted 02/19/24  
Total Pages 27  
Forms Included Apartment Lease Form, Bed Bug Addendum, Mold Information and Prevention Addendum, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, No-Smoking Addendum, Crime/Drug Free Housing Addendum, Photo, Video, and Statement Release Addendum, HO4 Lease Addendum - KS, Pet Agreement

## PARTIES

### Brenda M Jackman

signer key: 61e364662087334eff77750b7db0e45d

IP address: 68.110.228.21

signing method: Blue Moon eSignature Services

authentication method: eSignature by email bmj0298@gmail.com

browser: Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/121.0.0.0 Mobile Safari/537.36

*Brenda M Jackman*

### Elizabeth Carson

signer key: a5fc80c6baa06557034f7044663532b7

IP address:

signing method: Blue Moon eSignature Services

authentication method: eSignature by email SPG@perryreid.com

*Elizabeth Carson*

(Property Manager)

## DOCUMENT AUDIT

- 1 02/16/24 09:47:56 AM CST Brenda M Jackman accepted Consumer Disclosure
- 2 02/16/24 09:57:48 AM CST Brenda M Jackman signed Apartment Lease Form
- 3 02/16/24 09:59:17 AM CST Brenda M Jackman signed Bed Bug Addendum
- 4 02/16/24 09:59:40 AM CST Brenda M Jackman signed Mold Information and Prevention Addendum
- 5 02/16/24 10:00:05 AM CST Brenda M Jackman signed Satellite Dish or Antenna Addendum
- 6 02/16/24 10:01:32 AM CST Brenda M Jackman signed Community Policies, Rules, & Regulations
- 7 02/16/24 10:01:33 AM CST Brenda M Jackman dated Community Policies, Rules, & Regulations
- 8 02/16/24 10:01:44 AM CST Brenda M Jackman signed No-Smoking Addendum
- 9 02/16/24 10:01:50 AM CST Brenda M Jackman signed Crime/Drug Free Housing Addendum
- 10 02/16/24 10:01:56 AM CST Brenda M Jackman dated Crime/Drug Free Housing Addendum
- 11 02/16/24 10:02:07 AM CST Brenda M Jackman signed Photo, Video, and Statement Release Addendum
- 12 02/16/24 10:02:58 AM CST Brenda M Jackman checked box on HO4 Lease Addendum - KS
- 13 02/16/24 10:03:24 AM CST Brenda M Jackman signed HO4 Lease Addendum - KS
- 14 02/16/24 10:03:42 AM CST Brenda M Jackman checked box on HO4 Lease Addendum - KS
- 15 02/16/24 10:03:45 AM CST Brenda M Jackman dated HO4 Lease Addendum - KS

DOCUMENT AUDIT CONTINUE!

- 16 02/16/24 10:03:51 AM CST Brenda M Jackman signed Pet Agreement
- 17 02/16/24 10:05:10 AM CST Brenda M Jackman submitted signed documents
- 18 02/19/24 09:14:56 AM CST Elizabeth Carson accepted Consumer Disclosure
- 19 02/19/24 09:14:56 AM CST Elizabeth Carson signed Apartment Lease Form
- 20 02/19/24 09:14:56 AM CST Elizabeth Carson dated Bed Bug Addendum
- 21 02/19/24 09:14:56 AM CST Elizabeth Carson signed Bed Bug Addendum
- 22 02/19/24 09:14:56 AM CST Elizabeth Carson signed Mold Information and Prevention Addendum
- 23 02/19/24 09:14:56 AM CST Elizabeth Carson signed Satellite Dish or Antenna Addendum
- 24 02/19/24 09:14:56 AM CST Elizabeth Carson dated Community Policies, Rules, & Regulations
- 25 02/19/24 09:14:56 AM CST Elizabeth Carson signed Community Policies, Rules, & Regulations
- 26 02/19/24 09:14:56 AM CST Elizabeth Carson signed No-Smoking Addendum
- 27 02/19/24 09:14:56 AM CST Elizabeth Carson dated Crime/Drug Free Housing Addendum
- 28 02/19/24 09:14:56 AM CST Elizabeth Carson signed Crime/Drug Free Housing Addendum
- 29 02/19/24 09:14:56 AM CST Elizabeth Carson dated Photo, Video, and Statement Release Addendum
- 30 02/19/24 09:14:56 AM CST Elizabeth Carson signed Photo, Video, and Statement Release Addendum
- 31 02/19/24 09:14:56 AM CST Elizabeth Carson signed HO4 Lease Addendum - KS
- 32 02/19/24 09:14:56 AM CST Elizabeth Carson signed Pet Agreement
- 33 02/19/24 09:14:56 AM CST Elizabeth Carson submitted signed documents