

APARTMENT LEASE CONTRACT



Date of Lease Contract: June 12, 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*):

Praneeth Reddy Nagilla

(*"resident"* or *"residents"* or *"Resident"* or *"Residents"*) and *us*, the owner (*"owner"* or *"Owner"*): Weston Point Apartments, LLC dba: Weston Point Apartments

(*name of apartment community or title holder*). You've agreed to rent Apartment No. 2238 at 13401 WOODSON STREET

(*street address*) in Overland Park

(*city*), Kansas, 66209 (*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*):

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 26th day of July, 2024 and ends at 11:59 p.m. the 25th day of July, 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 60 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 \$ 250.00, 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), 2 mailbox key(s), _____ FOB(s), and/or 2 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 \$ 1705.00 commencing 07/26/2024 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 _____

Prorated rent of \$ 330.00 is due for the remainder of (*check one*): 1st month or 2nd month, on July 26, 2024.

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 \$ 30.00 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 normal 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 may 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 are [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, at law, or in equity. 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 \$ 1705.00 (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 to the apartment community or Premises 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 any, some, and all of 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 DIRECTORS, ITS AGENTS, EMPLOYEES, MANAGERS, MEMBERS, PARTNERS, 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 OF, OR HAPPENING IN CONNECTION WITH RESIDENT'S, RESIDENT'S OCCUPANTS, 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; or you have advised us in writing that you have surrendered possession of the Premises; or you are deemed to have surrendered the Premises by applicable law.

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. Further, if said property is stored by Owner, resident shall be liable to owner for the cost of said storage.

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, as permitted by law, terminate your lease agreement and/or 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 this Lease Contract, any special provisions in paragraph 10 (Special Provisions), any changes that are required by applicable law, 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 the apartment is not ready for occupancy, 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 K.S.A. 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 or 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 apartment 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 Contract 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 defleeling, 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; and to exhibit the Premises 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 Lease Contract or 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 approve 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. The 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 provide 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 due. 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 right to possession 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.
- J. You agree you shall be responsible for the cost of items that you use or otherwise benefit from that are traditionally charged to residents by the Owner such as parking, storage, and pets, even if you do not sign an addendum permitting the use or housing of said items, unless Owner agrees that you shall not be charged for said items.

K. At any time, Owner may assign this Lease Contract to any person or entity without the need for Owner to receive approval from any person or entity, including resident.

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 Contract 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, pandemics, 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 60 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 paragraph 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 paragraph 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. 58-2550. 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.

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 Resident set forth in this Lease Contract shall survive the expiration or termination of this Lease Contract. All indemnification obligations of Resident set forth in this Lease Contract shall survive the expiration or termination of this Lease Contract. All payment obligations of Resident 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 Resident 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, may be attached to the Lease Contract and provided to you at signing or thereafter or may be posted in a public place at the apartment community. 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 and shall be admissible into court as if it is an original.

This Lease may be executed in multiple counterparts, all of which when taken together shall constitute one and the same Lease. A copy of an original signature, including, but not limited to an original signature transmitted by facsimile, a scanned copy of an original signature transmitted by electronic mail, e.g., via a "pdf" file, or an electronically signed document will be deemed to be an original and shall be admissible into evidence in any proceeding as though it were an original. A copy or a PDF copy of the fully executed Lease shall have the same effect as an original of the fully executed Lease and shall be admissible into evidence in any proceeding as though the same were 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)

06/12/2024

Resident or Residents (all sign below)

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

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

13340 Outlook Drive

Overland Park, KS 66209

(913) 851-4200

Name and address of person authorized to manage the Premises

Weston Point Apartments

13340 Outlook Drive

Overland Park, KS 66209

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) In accordance with all attached addenda and this lease the following monthly charges apply: Market Rent \$1705.00, Total Monthly Charges \$1705.00. Keys assigned at move in: Amenity (2) - Replacement Cost: \$5.00; Apartment Keys (2) - Replacement Cost: \$25.00; Mailbox Keys (2) - Replacement Cost: \$10.00. The Helpful Apartment Home Tips is located in your resident portal for your review. Contact the management office if you prefer to receive a hard copy. We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability, or familial status.



ANIMAL ADDENDUM
Becomes part of Lease Contract



Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING DESCRIPTION.

13401 WOODSON STREET

(street address), 2238 (unit no. if applicable) in Overland Park
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024

Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

The term of this Addendum is as follows:

Begins on _____ and ends on _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your Lease Contract or right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ _____ will be charged. We [check one] will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract [check one] does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Lease Contract [check one] includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ _____ for the animal. It is our policy to not charge a deposit for support and/or service animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Max of 2 animals per apartment. \$300 non - refundable pet fee for one animal and \$450 non - refundable for two animals due upon move-in or arrival of animal. Monthly animal rent of \$20 per animal. Animal weights must not exceed 75lbs. Two approved animals at Move in

- Dogs, cats, and support and/or service animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: **Cats must use litter boxes**
- Outside, the animal may urinate or defecate *only* in these designated areas: **pet stations available & must pick up afterwards**
- Animals may not be tied to any fixed object anywhere outside the dwelling, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support and/or service animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling. Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the above described premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages and eviction.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the above described premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: N/A
Address: N/A
City/State/Zip: N/A
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaving, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal you are strictly liable for the entire amount of any damage or injury that the animal causes to a person or anyone's property. To the maximum extent permitted by law, you hereby agree to indemnify and hold us harmless from any and all claims, damages, losses, costs, and lawsuits that arise from you owning any animal or maintaining an animal in the above described premises or anywhere at the community unless said claims, damages, losses, costs, and/or lawsuits are caused by the negligent or intentional acts or omissions of Owner.

17. MOVE-OUT. When you move out, you'll pay for defleaving, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated June 12, 2024 between Weston Point Apartments, LLC dba: Weston Point Apartments

("We" and/or "we" and/or "us") and Praneeth Reddy Nagilla

("You" and/or "you") of Unit No. 2238 located at 13401 WOODSON STREET

(street address) in Overland Park, KS 66209

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable YES Management

b) **Sewer** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable YES Management

c) **Gas** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

d) **Trash** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
 If flat rate is selected, the current flat rate is \$ 5.00 per month.
 3rd party billing company if applicable YES Management

e) **Electric** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

f) **Stormwater** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

g) **Cable TV** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

i) **Internet** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

j) **Pest Control** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
 If flat rate is selected, the current flat rate is \$ 2.50 per month.
 3rd party billing company if applicable YES Management

k) (Other) _____ service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

- I) (Other) _____ service to your dwelling will be paid by you either:
 directly to the utility service provider; or
 bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
"7" - Allocation based on square footage of your dwelling unit
"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"9" - Allocation based on the number of bedrooms in your dwelling unit
"10"- Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. It is agreed and understood that, as a result of said change, this may result in you having increased costs for various utilities. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost. If any of your utilities are billed to us by a utility service provider (or like entity) and you are obligated under this Lease Contract to reimburse us for said utility cost(s) (as the costs for said utility service(s) may be or are allocated to you as described herein), then you agree as follows: if any utility cost(s) to us is increased by any utility service provider (or like entity) or if the cost increase is as a result of us changing utility service providers, then you agree to pay us for our cost(s) for said utility service(s) (as the costs for said utility service(s) may be or are allocated to you as described herein) and any such cost increase(s).

3. When billed by us directly or through our billing company, you must pay utility bills within 20 (5 days if left blank) days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____ (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ <u>3.25</u> (not to exceed \$ <u>10.00</u>)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 25.00.

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

6. To the extent permitted by law, we are not responsible for any damage, loss, or injury you may incur as a result of outages, interruptions or fluctuations in utility services provided to the dwelling unless such damage, loss, or injury was/is the direct result of negligence by us or our employees. You agree that you will not offset or reduce any payment of rent or other payment obligations due under this Lease Contract due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this Lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease 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 addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Resident agrees and acknowledges that any utility company servicing the Resident's unit may share Resident's utility usage data and information with Owner. Owner will not request any personally identifiable or otherwise confidential information of Resident. This data will assist Owner with its Environmental, Social, and Corporate Governance ("ESG") reporting and initiatives. Water/Sewer/Trash/Pest Control service is set up by the leasing office. Payments are made directly to Weston Point as part of your monthly rent. Resident must establish electric service PRIOR to move in to avoid interruption of service. A \$3.25 billing fee is due monthly with your RUBS billing.

Resident Signature _____

Date _____

Owner or Owner's Representative _____

Date _____



BED BUG ADDENDUM

Date: June 21, 2024
 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 2238, 13401 WOODSON STREET
Overland Park (street address) in
 (city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024
 Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;
- OR
- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possessions to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and/or Lease Contract and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION.

You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and/or Lease Contract and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. If you are the cause of the bed bug infestation or fail to comply with paragraph 7 herein or both, you may be required by us, at our sole discretion, to pay all damages incurred by us, including, but not limited to, reasonable costs of cleaning to treat your dwelling for bed bugs and any other apartment units infested as a result of the infestation or your failure to notify. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in

other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and/or Lease Contract and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to pay us for costs you are liable for herein, you will be in default, and we will have the right to terminate your right of occupancy and/or Lease Contract, and obtain holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing 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

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

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 and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such 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 reaction 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, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug 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 into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



MOLD INFORMATION AND PREVENTION ADDENDUM
Becomes part of Lease Contract



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING DESCRIPTION.

13401 WOODSON STREET

(street address), 2238 (unit no. if applicable) in Overland Park
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024

Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you are the cause of the mold, water infiltration, a damp environment, or fail to comply with this addendum, including, but not limited to your notice and reporting requirements set forth herein, you shall be liable for all damages and/or losses that may be sustained as a result of your aforesaid acts or omissions and you shall be required to pay all reasonable costs for treating, repairing, and/or, replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with this addendum, including, but not limited to the notice and reporting requirements set forth herein.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

The Helpful Mold Prevention Tips is located in your resident portal for your review. Contact the management office if you prefer to receive a hard copy.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

June 12, 2024



LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 2238, 13401 WOODSON STREET
(street address) in
Overland Park
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024
Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if *all of the following occur:*

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) must be the last day of a month or may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 1705.00;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 14 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of your payment to us of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit (unless it shall cause the total security deposit to exceed the amount permitted by law and then, in that instance, any amounts that cause said security deposit to exceed the amount permitted by law shall be applied as a credit toward any payment obligation due by you pursuant to this Lease Contract), and (2) the Lease Contract will continue without buy-out. Then, if you move out early, you are subject to any and all remedies available to us at law, in equity, and under the Lease Contract, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" or "default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) is or is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE CONTRACT. IF YOUR LEASE CONTRACT REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Lease Contract

June 12, 2024



**LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna at the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 2238, 13401 WOODSON
STREET

Overland Park (street address) in
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024
Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

This Addendum constitutes an Addendum to the above described Lease Contract for the above described leased dwelling, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 1 satellite dish(es) or antenna(s) at the leased dwelling. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your leased dwelling; or (2) in an area outside your leased dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased dwelling (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased dwelling and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your leased dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your leased dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the leased dwelling and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the leased dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the leased dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE AND INDEMNITY. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 25000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. If you do not have the liability insurance described herein, but we determine that we believe that the installation of the dish or antenna is at a height that could result in injury to others if it becomes unattached and falls, we reserve the right to require you to purchase said insurance and provide us proof of the same. Should you fail to purchase said insurance and/or provide us proof of the same despite our request for you to do so, we may purchase said insurance on your behalf and charge you the amount for said insurance.

UNLESS DUE TO OUR NEGLIGENCE 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 ASSIGNS, 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 OF, OR HAPPENING IN CONNECTION WITH RESIDENT'S, RESIDENT'S OCCUPANT(S)', RESIDENT'S INVITEE(S)', OR RESIDENT(S)' OCCUPANT(S)' INVITEE(S)' USE OR INSTALLATION OF A SATELLITE DISH OR ANTENNA.

11. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; and (3) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

12. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Resident or Residents

(All residents must sign here)

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative
(signs here)

Date of Lease Contract

June 12, 2024



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This Addendum is incorporated into the Lease Contract (the "Lease") identified below and is made part of said Lease and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Weston Point Apartments, LLC dba: Weston Point Apartments

Resident(s): Praneeth Reddy Nagilla

Unit No./Address: #2238, 13401 WOODSON STREET, Overland Park, KS 66209

Lease Date: 06/12/2024

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the apartment community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. To the extent permitted by law, Owner and Management may make changes to the Rules for use of any Amenity at any time. The term "apartment community" shall sometimes be referred to in this Addendum as "Community." The term "Management" shall mean any person or entity that is managing the Community.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. To the extent permitted by law, Resident(s) agrees to indemnify and hold Owner and Owner Parties (as the term is defined below) harmless from any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner or any of the Owner Parties and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law unless said claims, allegations, actions, damages, losses, or liabilities are caused by the negligent or willful acts or omissions of Owner and are not claims, allegations, actions, damages, losses, or liabilities that arise from or are related to fire, theft, or breakage in any common area.

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. To the extent permitted by law, 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 the Lease.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S), TO THE EXTENT PERMITTED BY LAW SHALL INDEMNIFY AND HOLD OWNER AND OWNER PARTIES HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THIS PARAGRAPH UNLESS SAID CLAIMS ARE DUE TO THE NEGLIGENT OR WILLFUL ACTS OF OWNER, ITS EMPLOYEES, OR AGENTS. The term "Owner Parties," as used in this paragraph, shall include the Management, officers, directors, partners, managers, members, shareholders, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL.

This Community DOES; DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management Policies.
- All Swimmers swim at their own risk. To the extent permitted by law, Owner and Owner Parties are not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER.

This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and policies.

- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
 (2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community **DOES;** **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

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. To the extent permitted by law, Resident agrees that Owner and Owner Parties are not responsible for any lost, damaged, or unordered deliveries.

V. BUSINESS CENTER. This Community **DOES;** **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. To the extent permitted by law, Owner and Owner Parties are not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of the apartment community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the Business Center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked in an area not designated for resident parking, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted at the Community unless specifically allowed in designated area.
- Any repairs and/or maintenance of any vehicle performed at the Community must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked at the Community with Management's permission (in Management's sole discretion), and must be registered with the Management office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Rules, Community rules and regulations and management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' dwelling, and give Resident instructions for the preparation of the dwelling and safe contact with insecticides. Residents will be responsible to prepare the dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. If Resident requests any extermination treatments in addition to those regularly provided by Owner, said request shall be in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, Resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean the dwelling and all luggage, handbags, shoes and clothes hanging containers that are owned by you or that is or was in the dwelling.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPE AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This community allows only 2 guests per apartment at the pool, fitness center and racquetball court and must be accompanied by the resident. Maximum number of vehicles allowed: 1BR=2; 2BR=4; 3BR=6.

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

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner or Owner's Representative		Date	



CRIME/DRUG FREE HOUSING ADDENDUM
(Becomes part of the Lease Contract)



1. DWELLING DESCRIPTION.
13401 WOODSON STREET

(street address), 2238 (unit no. if applicable) in Overland Park (city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024

Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents):

Praneeth Reddy Nagilla

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include any, some, and all of the following: the dwelling, other dwellings in the community, the community, and common areas on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, Resident's occupants, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity, including, but not limited to any illegal or criminal activity on or about the Premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Kansas and/or the Federal Controlled Substances Act.
4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

Resident or Residents
(sign here)

Date of Signing Addendum

Owner or Owner's Representative
(signs here)

Date of Signing Addendum

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident's dwelling.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. RESIDENT AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THIS LEASE CONTRACT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF MY TENANCY AND/OR LEASE CONTRACT. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for immediate termination of the Lease Contract and/or my tenancy and the parties agree and understand that Owner is hereby granted the right to do the same. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy and/or the Lease Contract for any lawful reason, and by any lawful method, with or without good cause.

5. TERMINATION OF TENANCY AND/OR THE LEASE CONTRACT. Subject to applicable law, violation of any of the provisions of this Addendum shall grant Owner the right to immediately terminate the Lease Contract and/or tenancy of the Resident.

6. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

7. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault and battery, burglary, the unlawful use and discharge of firearms, sexual offenses or any breach of the lease that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.



ADDENDUM PROHIBITING SHORT-TERM SUBLetting OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 2238, 13401 WOODSON STREET
Overland Park (street address) in
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024
Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (*list all residents*):

Praneeth Reddy Nagilla

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease Contract on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease Contract further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLetting OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE CONTRACT.

Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others

(including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your Lease Contract and/or tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy and/or Lease Contract for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, you agree that in addition to being able to be compensated by you for any loss or damages we incur as a result of any violation the terms of this Addendum, you agree that Owner may seek to collect against any renter's insurance or liability insurance policy maintained by you for any such loss or damages. You agree to indemnify, defend, and hold harmless Owner and Owner Parties (as said term is defined in the Lease Contract) from any costs, losses, or damages we suffer as a result of your breach or violation of this Addendum.

8. SEVERABILITY. If any provision of this Addendum or the 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 Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(*All residents must sign*)

Owner or Owner's Representative
(*Signs below*)

Date of Signing Addendum



Property Name: Weston Point Apartments
Address: 13340 Outlook Drive
Date: 06/21/2024

Resident(s): Praneeth Reddy Nagilla

Unit # 2238

BICYCLE POLICIES

- * Use equipment at your own risk.
- * Bicycles and helmets are for Resident use only.
- * All children under the age of 14 must be accompanied by an adult.
- * Persons under the age of 18 must have parent or legal guardian sign out the bicycle.
- * Helmets are available for check out at the management office.
- * Persons under the age of 18 must wear the provided helmet at all times.
- * If mandated by state law, helmets must be worn at all times.
- * Dangerous horseplay, negligent use, etc., is prohibited.
- * Shirts and shoes are required.
- * No alcoholic beverages are allowed to be consumed prior to or during the use of the equipment.
- * Management is not responsible for lost or stolen items.
- * Report any equipment failure or misuse of equipment to management immediately.
- * Management reserves the right to refuse usage of the equipment to any person(s) failing to comply with the above rules or with any health or safety regulations.
- * Bicycles/helmets must be returned to the management office and signed in at least 30 minutes prior to closing.
- * Please limit use to no more than 24 hours at any given time.
- * If applicable, lost, damaged or stolen keys and locks will be charged a \$50 replacement fee.

BICYCLE AGREEMENT

Resident acknowledges that the use of any bicycle/helmet is at his/her own risk. Resident will inspect the equipment in order to assess whether it is in good working order.

In the event that Resident suffers any injury or illness while using the equipment, Resident assumes full responsibility for the cost of medical treatment. Resident releases Weston Point Apartments (property name) from any and all liability resulting from the use of property bicycles.

Resident acknowledges that by signing out said bicycle/helmets, he/she is responsible for any damages done to the bicycle while in his/her possession up to \$ 125.00. It is also understood that if he/she fails to return said bicycle/helmet, he/she will automatically be charged replacement costs equal to the value of the bicycle/helmet.

Resident _____ Date _____ Resident _____ Date _____

Resident _____ Date _____ Resident _____ Date _____

Management Agent _____ Date _____
07-042/09.15.11

Property Name: Weston Point Apartments, LLC dba: Weston Point Apartments

Address: 13340 Outlook Drive

Date: 06/21/2024

Resident(s): Praneeth Reddy Nagilla

Unit # 2238

**Lease Addendum
Requirement of Resident Renter Insurance Coverage**

1. Acknowledgement concerning insurance or damage waiver.

You understand that our property or 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 your actions or those of any occupant of the dwelling or guest. You understand that by not maintaining a renter 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. When allowed by the state, city or county, if Leaseholder(s) fails to purchase and maintain the renter(s) liability insurance coverage in accordance with the terms and conditions set forth in the Resident(s)/Leaseholder(s) Renter Liability Insurance Coverage Lease Addendum, which is attached to and made a part of Resident's Apartment Lease Contract, the Unit shall be enrolled in a liability insurance master plan with Peak Insurance Advisors, LLC, a Texas limited liability company, and Resident's account will be charged no more than \$15 per month for such insurance coverage. **You understand that paragraph 8 of the Apartment Lease Contract requires you to maintain an insurance policy that provides limits of liability to third parties in an amount not less than \$10,000 for personal property damage and \$100,000 for personal liability per occurrence. The maximum policy deductible permitted is \$1,000.** You agree to maintain, at your own expense, during the Term of the Apartment Lease Contract and any subsequent renewal periods, an insurance policy that satisfies this requirement. **Liability insurance does not protect you against loss or damage to your personal property or belongings-only a renter insurance policy does this.**

2. Your Insurance Coverage. You agree to purchase renter insurance coverage in accordance with this addendum from an insurance company of your choice. The insurance carrier must have a minimum insurance rating of A-VIII. You will provide us with written proof of coverage (a declaration page copy) with this addendum on or prior to the lease commencement date and anytime the policy comes up for renewal. You must provide the declaration that follows the issuance of a binder containing the name(s) of the resident(s) who are insured. The effective date must be the initial date of the lease or be dated the date the lease commences with coverage through the lease expiration date.

Lease renewal-Upon executing a renewal lease, you agree to provide a new declaration with an effective date either before the date of the renewal lease or the date the new lease commences. In the event the effective date of such coverage is prior to the date the new lease commences, it may be that the expiration of such coverage

will be a date prior to the expiration of the term of the renewal lease. In such event you agree to obtain either an extension of the existing coverage or a new policy, with in either case the coverage lasting at least until the expiration of the renewal lease, and provide us with a copy of the declaration for such policy. If the coverage begins in the date the new lease commences, such coverage must extend through the lease expiration date.

Transfers-If the resident transfers to a new apartment within the community, the declaration must be updated to show an effective date no later than the date the new lease commences with coverage through the lease expiration date. **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 policy.**

Insurance Company providing coverage:

At the discretion of the lessee.

3. Subrogation. You and we agree that subrogation is allowed by the Landlords insurer. The Landlord may also present direct claims for damages caused by your negligent acts or omissions.

4. Default. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Apartment Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

5. Upon notice from the landlord that a claim for damages is being made against you, you are required to report the liability claim to your Renters Insurer or your Auto Insurer if damages were caused by your automobile. After reporting, you must provide the claim number and adjusters full contact information to the Property Manager. If you fail to do so or you are uninsured, the Landlord may bill its costs and losses to your Tenant ledger.

6. Miscellaneous. Except as specifically stated in this Addendum, all other terms and conditions of the Apartment Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Apartment Lease Contract, the terms of this Addendum shall control.

7. Special Provisions.

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

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Management Agent

Date

07-016/1.17.24

SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 2238, 13401 WOODSON STREET
(street address) in
Overland Park
(city), Kansas, 66209 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024

Owner's name: Weston Point Apartments, LLC
dba: Weston Point Apartments

Residents (list all residents - leaseholders and occupants):

Praneeth Reddy Nagilla

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the apartment community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (<https://www.energy.gov>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the apartment community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING – REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

7. INDOOR ENVIRONMENT AND WELLNESS. The following are guidelines which promote the quality of the indoor environment and wellness:

- This apartment community is is not a smoke-free environment. If the apartment community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the apartment community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
 - Owner provides common area cleaning using products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

8. SEVERABILITY. If any provision of this Addendum to the 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 Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

Date of Signing Addendum



The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Role	Signature	Initials	Date Signed
	Resident	N Praneeth Ray	NPR	
Email ID: nagillapraneeth888@gmail.com	Manager	Darla Peck	DP	

Document Information

Document Reference Number: 11684225

Document Pages: 36

Signatures: 2
Initials: 2

Status: Completed

Document Name: Apartment Lease Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Crime/Drug Free Housing Addendum, Short-Term Subletting or Rental Prohibited, Bicycle Policies & Agreement, Renter Insurance Coverage, Sustainable Living Addendum

Signature Summary	Signature	Initials	Timestamp	Signing Status
Praneeth Reddy Nagilla			06/28/2024 03:43:48 PM EST	Completed
Document Started: Email Address:	06/28/2024 12:41:25 PM EST nagilla.praneeth888@gmail.com			
Darla Peck			07/10/2024 06:06:27 PM EST	Completed
Document Started: Email Address:	07/10/2024 06:05:45 PM EST peckd@sentinelcorp.com			
Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Praneeth Reddy Nagilla	36		Completed	IP Address: 70.94.13.210 Timestamp: 06/28/2024 03:43:46 PM EST User Agent: Chrome on Windows
Praneeth Reddy Nagilla	36		Completed	IP Address: 70.94.13.210 Timestamp: 06/28/2024 03:43:43 PM EST User Agent: Chrome on Windows
Darla Peck	36		Completed	IP Address: 65.26.124.104 Timestamp: 07/10/2024 06:06:24 PM EST User Agent: Chrome on Windows
Darla Peck	36		Completed	IP Address: 65.26.124.104 Timestamp: 07/10/2024 06:06:24 PM EST User Agent: Chrome on Windows