

# LEASE

**WHO** Tenant/s (List all) \_\_\_\_\_  
Written permission must be obtained from Landlord for anyone other than Tenant/s named above to live in the premises.

Landlord (Name) \_\_\_\_\_ (Phone) \_\_\_\_\_  
(Address) \_\_\_\_\_

Landlord Emergency Contact Info: \_\_\_\_\_

**WHERE** (Address of rental unit) \_\_\_\_\_

**TERM** (choose applicable term, enter lease information as indicated)

The term of this agreement shall be **month-to-month**, beginning \_\_\_\_\_.

The term of this agreement shall be for \_\_\_\_\_ (e.g. 3 months, 6 months, 1 year) beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

When the above rental term ends, this agreement **shall renew and continue for another equal term** under the same conditions set forth in this rental agreement. Changes will be allowed only if both Landlord and Tenant/s agree to them in writing at least 30 days before the termination date. To prevent lease from renewing, at least thirty (30) days before lease termination date, written notice to terminate must be given by Landlord or Tenant/s.

The term of this agreement shall be for \_\_\_\_\_ (e.g. 3 months, 6 months, 1 year) beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

When the above rental term ends, this agreement **shall change to month-to-month** tenancy under the same conditions set forth under this agreement. To prevent lease from renewing, at least thirty (30) days before lease termination date, written notice to terminate must be given by Landlord or Tenant/s.

## RENT

Rent shall be \$\_\_\_\_\_ per month, due by the \_\_\_\_\_ day of the month. Rent is considered paid when received by Landlord.

Rent is payable at \_\_\_\_\_

Checks / money orders payable to \_\_\_\_\_

Initial rent payment of \$\_\_\_\_\_ is due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LATE FEES** – Reasonable fees are allowed by law, but not required. If late fees will be assessed, method is indicated below.

Flat rate of \$\_\_\_\_\_ each month rent is received after the \_\_\_\_\_ day of the month, or

\$\_\_\_\_\_ per day beginning the \_\_\_\_\_ day of the month, maximum of \_\_\_\_\_ days or \$\_\_\_\_\_

**UTILITIES** - Utilities shall be paid as indicated:

	Landlord	Tenant		Landlord	Tenant
Electricity	_____	_____	Water	_____	_____
Gas/Propane	_____	_____	Sewer	_____	_____
	_____	_____	Trash	_____	_____

## SECURITY DEPOSIT (KSA 58-2550)

Tenant shall pay Landlord a security deposit of \$\_\_\_\_\_, which shall be held by Landlord throughout the tenancy. At termination of the tenancy, Landlord may deduct from the security deposit amounts to cover payment of past-due rent, damages to the property above and beyond normal wear and tear, and/or other expenses Landlord has suffered due to Tenant noncompliance with the terms of this lease.

Landlord shall send the security deposit or shall send an itemized list of deductions, together with balance of the security deposit (if any), to Tenant within 14 days after determination of the amount of the deductions, but not to exceed 30 days after Tenant has vacated the property and returned the keys. Landlord shall mail the above to Tenant's last known address.

**Security deposit cannot be used at any time during tenancy for rent or other charges which Tenant owes to Landlord. If Tenant attempts to pay rent from the security deposit, deposit may be forfeited and Tenant will still owe the rent.**

**INSPECTION (KSA 58-2548)**

Within 5 days of move-in or delivery of possession, Landlord or Landlord’s agent and Tenant shall inspect the property together. A detailed record of the condition of the premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by Landlord and Tenant, both Landlord and Tenant shall receive a copy.

**LEAD-BASED PAINT DISCLOSURE**

Federal regulations require that both Landlord and Tenant/s MUST sign a Disclosure recognizing any known presence of lead-based paint and/or lead-based paint hazards in the rental unit. Federal EPA approved form is located on the back of the signature page of this Lease.

**LANDLORD WARRANTS (KSA 58-2553)**

- a) Landlord warrants at the signing of this agreement that premises are in compliance with KSA 58-2553 which requires compliance with local housing and building codes and delivery of all systems and appliances in good and safe working order.
- b) Landlord agrees to maintain premises in accordance with those laws.
- c) Landlord shall make all necessary repairs, alterations, and improvements to the dwelling unit, appliances, and furnishings with reasonable promptness at Landlord’s expense, except as otherwise provided in this lease.
- d) Landlord shall provide intervention, as necessary, to ensure Tenant’s quiet and peaceful enjoyment of the premises.

**TENANT WARRANTS (KSA 58-2555)**

- a) Tenant shall maintain the premises in a clean and habitable condition and shall notify Landlord of repairs as needed.
- b) Tenant is not liable for repairs or damage caused by normal wear and tear or negligence of Landlord. Tenant is liable for damage, and related repair, which results from Tenant’s intentional or negligent conduct, or the intentional or negligent conduct of Tenant’s family, guests, or pets.
- c) No substantial alteration, addition, improvement, or redecoration shall be made by Tenant in or to the dwelling unit without prior written consent of Landlord or Landlord’s agent.
- d) Tenant shall not keep anything on the premises which will affect the validity of standard fire insurance policies or violate applicable building, zoning, or health codes.
- e) The property shall not be used in any manner which interferes with the quiet and peaceful enjoyment of premises by neighbors. **Illegal drug activity and/or any other illegal activity is not acceptable.**

**PETS**

With respect to the keeping of any animal on the premises by Tenant, the following conditions shall apply:\_\_\_\_\_

**LANDLORD ENTRY (KSA 58-2557, KSA 58-2571)**

Landlord may, after reasonable notice and with Tenant’s consent, enter the dwelling unit at reasonable times in order to inspect the premises; make necessary repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit dwelling to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

- a) Landlord may enter without the consent of Tenant only in case of extreme hazard involving possible loss of life or severe property damage.
- b) Landlord shall not abuse the right of access or use it to harass Tenant.
- c) Tenant shall not unreasonably withhold consent to Landlord’s entry.

**SUBSTANTIAL DAMAGE TO PROPERTY (KSA 58-2562)**

If the dwelling unit or premises is damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, Tenant

- a) May vacate the premises immediately and shall notify Landlord in writing within 5 days of such Tenant’s intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating, or
- b) If continued occupancy is lawful, may vacate that part of the dwelling unit rendered unusable by fire or casualty, in which case the rent shall be reduced in proportion to the reduced rental value of the unit.

If the rental agreement is terminated using this section, Landlord shall return the security deposit in accordance with the Security Deposit section of this lease and shall refund any rent that was prepaid as of the date of vacating. Notwithstanding the above, if the damage is caused by Tenant, Tenant may be held liable for the costs of repair.

**SUBLEASING**

Tenant **shall not** assign this agreement or sublet the dwelling unit without written consent of Landlord or Landlord’s agent.

**NOTICE OF RENT INCREASE OR OTHER LEASE CHANGE/S**

Written notice of a rent increase or other lease change(s) must be given to Tenant by Landlord at least **forty-five (45)** days before the end of a term or, if month-to-month tenancy, before periodic rent due date. This allows Tenant time to decide whether to accept the rent increase or lease change(s) or give a timely 30-day written notice to terminate.

**TERMINATION**

**At the End of Lease Term**

At least **thirty (30) days** before lease termination date, written notice to terminate must be given by Landlord or Tenant to prevent the lease from renewing.

**For Month-to-Month Lease (KSA 58-2570)**

Landlord or Tenant shall have the right to terminate a month-to-month tenancy by giving written notice to the other party at least **thirty (30) days** before a periodic rent due date.

**For Noncompliance (Landlord Noncompliance KSA 58-2559 / Tenant Noncompliance KSA 58-2564) - 14/30 Day Notice**

If either Landlord or Tenant breaches any condition of this lease, the aggrieved party may terminate the lease by giving the other party written notice, clearly describing the violation or violations, and stating that the rental agreement will terminate in not less than **thirty (30) days**. However, if the violations are remediable, the notice must provide that if the violations are remedied within **fourteen (14) days**, the lease will not terminate. If the violations are remedied, then happen again later, the aggrieved party may immediately give the other an irrevocable 30-day notice to terminate. (Note: Termination date for notice delivered by Tenant to Landlord will be a periodic rent due date not less than thirty days after delivery of notice.)

**For Non-payment of Rent (KSA 58-2564)**

If Tenant’s rent is not paid on or before the rent due date, Landlord may give Tenant a written notice, stating that Tenant must either pay all rent due or vacate the premises within **3 days (72 hours)** or Landlord may pursue legal action for the money and/or possession of the unit.

**Irregular Termination - If Tenant breaks the lease without just cause**, the security deposit, or a portion thereof, may be used by Landlord to compensate for the extraordinary expenses incurred. The deductions shall be itemized and submitted to Tenant as are other deductions (see section on Security Deposit).

**OTHER AGREEMENTS**

**In case of emergency, notify:**

Name	Address	Phone
	<b>SIGNATURES</b>	<b>DATE</b>
Landlord	_____	_____
Tenant	_____	_____
Tenant	_____	_____

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1195 SW Buchanan, Topeka, KS 66604	(785) 234-0217	(800) 383-0217	<a href="http://www.hcci-ks.org">www.hcci-ks.org</a>

HCCI counselors are not attorneys and do not provide legal advice. HCCI forms provide a format which may be followed when drafting notices. Forms are created in accordance with Kansas law.

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

## Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessor (Sign and PRINT name) Date

\_\_\_\_\_  
Lessor (Sign and PRINT name) Date

\_\_\_\_\_  
Lessee (Sign and PRINT name) Date

\_\_\_\_\_  
Lessee (Sign and PRINT name) Date

\_\_\_\_\_  
Agent (Sign and PRINT name) Date

\_\_\_\_\_  
Agent (Sign and PRINT name) Date

# INSPECTION & INVENTORY RECORD

SIDE 1

## ROOM CONDITION

AREA	CONDITION BEFORE OCCUPANCY (if dirty or damaged, explain)	CONDITION AFTER OCCUPANCY (if changed, explain)
OUTSIDE		
ENTRY		
LIVING ROOM		
DINING AREA		
KITCHEN		
HALLS AND STAIRWAYS		
BEDROOM #1		
BEDROOM #2		
BEDROOM #3		
BATHROOM #1		
BATHROOM #2		
OTHER AREAS		
KEYS (what for, how many)		KEYS RETURNED:

