



# VillaFay Development I LLC Lease Agreement

This agreement is made between VillaFay Development I LLC hereinafter referred to as "Landlord", and -----

Hereinafter referred to as "Tenant" whereby Landlord leases to Tenant the property commonly known as -----  
Manhattan, Kansas 66502.

Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, religion, sex, national origin, familial status or handicap. Landlord may at times take photos and/or videos around and in your apartment. These photos will only be used for legitimate business purposes.

1. **Term of Payment:** Monthly Rent \$----- . Total Rent is ----- = \$----- plus utilities. August and July Rents are the same amount as all other months. This agreement is for 12 months beginning ----- and ending ----- rent due date commencing upon ----- . The payment of rent is due monthly in advance on the 1st of each month. Rent not paid prior to the 2nd of the month will be considered late and a \$10.00 late fee plus \$5.00 for each day thereafter will be charged (up to \$155.00/ month). Make rent checks payable to VillaFay Development I LLC. Send checks to:  
VillaFay Development I LLC P.O. Box 194 Manhattan, KS 66505. Total rent must be in one check.
2. **Security Deposit:** As a further consideration for the execution of this lease by Landlord and in addition to rent agreed to be paid herein. Occupant agrees to pay the sum of ----- in one check as a security deposit upon the execution of this agreement if occupant has promptly paid all rent, complied with all the terms and conditions of this agreement, and has surrendered possession of the premises according to the terms of the lease, Landlord will deduct appropriate amount of this deposit for cleaning and restoring the premises to a condition equal to that at the time of occupant's first possession less reasonable wear and tear, and the Landlord will then refund the balance of the deposit to the tenant. In the event that the tenant vacates the premises before the expiration of this agreement or otherwise fails to comply with these terms and obligations of this agreement, the Landlord or his agent shall be entitled to deduct from the security deposit amounts for the rents owed by Occupant, expenses, loss and damages caused by occupants breach of the provisions of this lease, including, but not limited to: commissions paid to the owner's agents for releasing the premises, clean-up costs, overhead expenses attributable to advertising, bookkeeping, and rent owed by Occupant. **If the Occupant vacates the premises before the termination date, it is understood and agreed that the Occupant remains responsible for timely monthly rent payments for the full term of this agreement or until a different tenant commences a new lease.** The provision shall in no way be interpreted to relieve the tenant of its obligations to pay rent required by this agreement. It is further agreed that Landlord may retain the entire security deposit if the tenant attempts to apply the deposit as rent.
3. **Utilities:** Except as may be otherwise provided below, occupant agrees to pay all utility charges occurring or payable in connection with use of the leased premises during the lease term. Landlord will pay the trash. Occupant agrees to change such utility services to his/her name and be responsible for the billings commencing the first day of the lease term and continuing until the last day of the lease term. Occupant must provide heat during the lease term. The Tenant agrees to notify the Landlord of any disconnection of utilities, and the Landlord may collect from tenant for any loss incurred by non-compliance with this provision. All utilities must be turned on the date the rental agreement begins and must remain in the Tenant's name for the entire lease period. If any time, the Tenant fails to keep a utility in the Tenant's name and the utility is billed to the Landlord, \$50.00 will be assessed in addition to any service charge from the utility company.
4. **Use of Premises, Surrender, Occupancy, Subletting:** Occupant has examined and knows the condition of said premises, and has received the same in good order and repair, and acknowledges that the premises meet the standards of condition and repair as set by law, and hereby agrees; (a) to use said premises for living rooms and private residence only; (b) to surrender possession of said premises at the time of expiration of this lease without further notice to quit, in as good condition as reasonable and careful use will permit; (c) that said premises will be occupied only by occupants who are party to this lease agreement, and tenants have been made aware of the Manhattan Zoning Regulation 16201. that does not allow more than four unrelated people to live in any one dwelling unit. **Subletting:** Occupant shall not assign or sublease the premises without prior written consent of the Landlord, payment of a \$200.00 service charge by occupant to Landlord. Landlord reserves the right to deny request of occupant to sublease the premises, **occupant is not released** from the obligations assumed by terms of this lease. **It is agreed that in the event occupant and Landlord agree to sublease the premises, occupant and sub leaser will be jointly and severally liable to Landlord for the obligations assumed by the terms of this lease.** Landlord's acquiescence or approval of any sublease shall not be construed as a release of occupant from the obligations assumed by the terms of the lease.
5. **Terminations on Default of Occupant:** Any failure on the part of Occupant to pay rent by the due date thereof shall entitle the Landlord to give three (3) days notice of termination of tenancy, and upon the expiration of this notice period, this agreement shall terminate and with it all the rights of Occupant hereunder. Any failure on the part of the Occupant to comply with any terms, rules, regulations, and obligations of this agreement, other than failure to pay rent, shall entitle the Landlord to give thirty (30) days notice of termination of tenancy and if the breach is not remedied within fourteen (14) days of delivery of such notice, this agreement shall terminate at the end of said thirty (30) day period, and with it all the rights of Occupant hereunder.
6. **Right of Inspection:** Landlord shall have the right to enter the premises at reasonable hours, after reasonable notice to Occupant, in order to inspect the premises, provide services or exhibit the premises to prospective or actual purchasers, mortgagors, tenants, contractors, or workmen. The Landlord may enter the premises without notice or consent of the Occupant in case of hazards involving potential loss of life or severe property damage. **If Tenant reports an issue/repair in the apartment the Landlord considers such request as notification of entry, and will not send a notice. No such prior notice shall be necessary if Landlord has reasonable cause to believe Tenant has abandoned the Property.**

- 7. Liability:** Occupant hereby agrees to and does hold Landlord harmless for any and all damages Occupant should suffer through fire, theft, water damage, loss of power, breakage, or any other loss on the premises. Occupant shall be responsible for obtaining insurance for Occupant's personal belongings, and Landlord should be held harmless for any damage to Occupant's belongings, Landlord is not responsible for Occupant's loss of any perishable items due to any failure of the refrigerator on the premises. **The Landlord shall not be liable for any death, injury, damage or loss to person or property caused by burglary, assault, vandalism, theft or any other crimes, and Tenant hereby expressly waives all claims for such death, injury, damage or loss.**
- 8. Occupancy Application:** Occupant has provided Landlord with an application to occupy which has been filled out and on which the Occupant represents that he/she has stated the truth to the best of his/her knowledge and the Landlord relies on the representation in entering into this agreement. False statements on this application will be considered a material breach of this agreement. Occupant is required to provide co-signature to support ability to pay, Tenant shall not be entitled to possession of the dwelling leased herein, or any part thereof, until the full payment of the Security Deposit and first month's rent is received, and until vacating of the premises by the prior tenant.
- 9. Disruption in Service:** The Landlord is not liable for damages resulting from the disruption of any utility service, or malfunction of machinery or appliances serving the Tenant. In no event should disruption of services constitute eviction or entitle Tenant to an abatement of rent or other charges. The Landlord is not liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the unit.
- 10. Relocation:** For purposes of operation efficiency, Landlord reserves the right to change the apartment the Tenant has been assigned to, prior to moving in. This may include moving into another apartment with similar layout.
- 11. Privacy Policy:** Landlord will only discuss the lease of the unit with the individuals whose names are on the lease (do not have parents or friends call us, we can't talk to them about the lease). Landlord will not share or sell your email address, phone number, or address with anyone without consent.
- 12. Successors and Assigns:** Each and all provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns of Landlord and the heirs, executors and administrators of Occupant, and the assigns of Occupant if any assignment has been made with the written consent of Landlord.
- 13. Waiver:** Waiver by Landlord of any breach of terms or conditions of this lease shall not constitute a waiver or subsequent breaches. Time is of the essence in condition with the payment of rent called for herein and the performance of any of the terms and conditions of this agreement.
- 14. Joint and Several Liability:** If two or more persons are contracting as Occupants in this agreement, it is understood that each tenant is jointly and severally liable for the obligations assumed by the terms of this lease. If one Occupant vacates the premises before the termination date, the remaining Occupants continue to be individually responsible for the full amount of rent under this agreement. Payment of the rent by a single check is required. All tenants in the unit are jointly responsible for all obligations under this lease including rent, security deposit and any fees, which are the individual responsibility of each Tenant. (Everyone on the lease is 100% responsible for the rent. There is no such thing as "my portion" of the rent.)
- 15. Contract for Services:** Any services contracted by tenant such as plumbing, electrical, carpentry and etc., without consent of Landlord will be responsibility of the tenant to pay. All repairs must be ordered by the Landlord. Service charges and bills for repairs ordered by the Tenant, even in the event of an emergency, will NOT be the responsibility of the Landlord.
- 16. Keys, Locks, and Lockouts:** one (1) key will be given to each tenant. Upon vacating, Tenant shall return all keys to the Landlord or his Agent, or pay \$75.00 per lock for replacement of lock(s). Tenant will not add or change locks on doors to the premises without written permission of Landlord and on termination of Lease will surrender all keys for premises to Landlord. Failure to return all keys on the expiration date of the Lease shall constitute Tenant holdover. K.S.A. 58-2570. There will be a charge of \$30.00 to Tenant who requests the Landlord to unlock premises which Tenant occupies.
- 17. Parking:** We provide one (1) parking pass per bedroom for units in apartment buildings. This pass must be returned at the end of the lease. If you lose the parking pass, it costs \$30 to replace it. Anyone parking; without a permit, parked illegally, or in a manner to endanger others, will be ticketed and will be towed at the vehicle owner's expense.
- 18. Damages:** The tenant agrees to be responsible for the damages caused by the intentional or negligent behavior of themselves, their guests or third parties to the apartment (including the floors, walls, windows, doors). The tenant shall be responsible for damage to the unit caused by any party unless a police report is filed by the tenant and the third party is convicted to the damage to the unit. The tenant acknowledges that they can purchase insurance to cover these damages and the tenant's failure to do so does not release the tenant of the responsibility for the damages incurred during the term of this lease. If Tenant does not get insurance Tenant acknowledges and agrees that all personal property placed or kept in the Property, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole wish and the Landlord shall not be liable for any damages, or loss of, such property.
- 19. Disputes/Conflict with Others:** The Landlord shall not be liable for any personal conflict of Tenant with co-Tenant, Tenant's guests, or pets or with any other Tenant that reside in the apartment complex (this includes Noise Complaints). Conflict between Tenants does not constitute grounds for termination of this Lease.
- 20. Military Personnel:** (a) PCS orders. In order to terminate your Lease Agreement, we must receive a copy of your orders and written notice that you are moving. You will be responsible for rent and utilities for 30 days after that notice beginning on the next following rent due date. Example: If we receive your notice and orders on Sept. 15, you will be responsible for rent and utilities through Oct. 31. (b) TDY, ETS, or NTC or any Police Action. None of these situations will terminate your lease. (c) Move to government quarters or any other voluntary move. This situation does no terminate your lease.
- 21. Pets: No pets are Allowed of any Kind Or Size**
- 22. Sex Offender:** If you are a Registered Sex Offender you are not allowed to sign the lease. No sex offenders are allowed to live at these units.
- 23. Absence:** Tenant must notify the Landlord of any anticipated extended absence from the premises in excess of seven (7) days. K.S.A. 58-2558
- 24. Rules and Regulations:** Tenant agree for himself/herself and his/her guests to consult and conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that the Landlord may deem necessary for the protection and general comfort and welfare of the occupants of the same.

- A. Tenant is responsible for the appearance and cleanliness of their unit and will be expected to keep the premises in good, clean condition.
- B. Tenant shall not allow, create or maintain upon the premises any action, noise, or nuisance of a character tending to adversely affect the peace, tranquility, cleanliness or appearance of the area. K.S.A. 58-2555
- C. Waterbed is not allowed
- D. Storage of hazardous material in the premises is prohibited (flammables, drugs, etc.).
- E. Screws, hooks, nails, and adhesives are not permitted on any walls, wooden or metal surfaces including doors, windows or woodwork
- F. Never put sanitary napkins, tampons, string, mud, dirt, gravel, plants, grease, coffee grounds, tea bags, rice, paper towel and excessive toilet paper etc., in any drain including toilet, lavatory, tub-shower, kitchen, or disposal. Tenant is responsible to repair any clogged plumbing(sewer lines) and any repairs resulting from clogged plumbing. Use of drain opener in liquid or solid form is prohibited.
- G. Do not put bones, cans, bottle top, grease, fibrous, items (corn husks, bean tops, corn cobs, etc.) in the disposal. Any issues with disposal will be the responsibility of tenants
- H. Smoke detectors should never be tampered with. Report any malfunction immediately to the landlord. Tenants are responsible to change the batteries.
- I. Ice cube trays, boiler pans are supplied by tenants, curtains, rods, shades, Venetian blinds, etc. should never be altered or removed by tenant.
- J. You\_\_\_\_\_ are\_\_\_\_\_ are not responsible for mowing, weed removal, racking, removing snow, ice, and cleaning your yard. If it is not taken care of, it will be done and you will be charged.
- K. If you leave on vacation during cold weather, turn your thermostat to 60 degrees and inform landlord before you leave. Do not under any circumstances turn the heat off. If any part of your unit freezes, you will be responsible for damages.
- L. Your unit is completely furnished with light bulbs. Any burned out bulbs shall be replaced by you when you move. Use 60 watt bulbs.
- M. Tenant will be responsible to pay the first \$50 of each repair call on washer and dryer.
- N. The tenants shall not allow, create, or maintain upon the premises any action, noise, or nuisance, of a character tending to adversely affect the peace, tranquility, cleanliness or aesthetic character of the area. In addition to this, there shall be no Keg (beer) parties permitted without written approval from the landlord. Keg parties constituted by twice the number of people signed on the lease and located on the property at any time alcoholic beverages are being consumed.
- O. No smoking is allowed in the apartment and within 50 feet of distance from any exterior walls of the building. If tenant is found to have smoked in the apartment or in the vicinity described the fine is \$500 plus the cost of repaint.
- P. The tenants shall not keep or maintain, on any basis, temporary, or permanent any pet. Failure to comply could soil the carpet and pad, where only remedy would be replacing the floor covering at tenant's expense.
- Q. Tenants shall not allow or permit the occupancy of the premises by any person not signed at the end of this agreement without the landlord written permission. Guest status shall terminate after three (3) days. Any guest (non-tenant) on the premises for more than three (3) days must be registered by landlord. No guest parking is allowed without permission.
- R. Tenant shall make no alterations, or improvements in or to the premises except with the prior written consent of landlord. Payment for any alterations, additions, or improvements will be mutually agreed upon by the tenants and landlord at the time of consent. Telephone and TV companies will not install new hooks, boxes, dishes etc without Landlord's written permission. If permitted all alterations and additions shall remain as part of the premises after termination of the Lease Agreement.
- S. The tenants will give to the landlord prompt WRITTEN NOTICE of any accident or any defects in the water pipes, electric light fixtures heating apparatus other parts of the building which may come to tenants notice in connection with said premises, so that such defects may be corrected and the landlord shall have reasonable time thereafter to make repairs. Tenant's failure to report such change shall result in tenants becoming personally responsible for the cost of repairs.
- T. Broken water pipe due to freezing, and ordinary maintenance such as furnace filter replacement (every 3 months write date changed on visible side of the filter, failure to replace filter will result in fine of \$100), changing light bulbs, shower, and curtains/rods are the responsibility of the Tenant.
- U. The management/Landlord does not promise, warrant, or guaranty the safety or security of tenant(s) or his/her personal property against the criminal actions of other residence or third parties. The tenant agrees to look solely to the public Police for security protection.
- V. The Management/Landlord shall not be responsible for lost or stolen items left in the laundry room when applied. Management/Landlord shall not be responsible for injury, loss, or damage resulting from use or misuse of the equipment.
- W. Parking is restricted to parking stalls only; storage of boats and recreational vehicles is prohibited. The Management/Landlord shall not be liable for any damage to the vehicle being towed.
- X. In the event Tenant shall neglect to repair or pay for damages caused by misuse, or neglect as aforesaid, then the amount thereof shall be deemed to be an additional rent hereunder, and shall be due from Tenant to Landlord on the 1<sup>st</sup> day of the month following the incurring of such damages, and it is further expressly understood and agreed that in the event that Tenant shall fail to make all necessary repairs, the Landlord, at his option, may enter upon said premises and make such repairs and the expense so incurred shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the 1<sup>st</sup> day of the month following the incurring of such expense.
- Y. Tenant shall make arrangements at least one month prior to Lease termination time (-----) to have a professional company approved by Landlord to shampoo, remove stains and clean all carpeting. Tenant is responsible to pay for carpet cleaning before final checkout.
- Z. Landlord reserves the right to make other such Rules and Regulations from time to time as may seem necessary and proper for the safety, care and cleanliness of the premises and to make these Rules a part of this Lease. K.S.A. 28-2555
- AA. The security deposit will be refunded after vacating, provided your unit is left clean and in the same condition as you moved in except for usual and reasonable wear; and that rules have not been violated; and rent is paid up. THE LAST MONTH RENT MAY NOT BE PAID BY SECURITY DEPOSIT. Deposits are not refundable until contract is fulfilled. Deposits will be returned

by mail within 30 days after termination of tenancy. Turn in door keys to the landlord and leave a forwarding self-addressed envelope.

**25. Vacating the Premises:** Tenants shall vacate the premises on the expiration date set forth in section 1 above (-----). Full one month rent will be paid for the month of July no prorating of rent is allowed. Tenants shall inform Landlord in writing of his/her intention to renew the lease no less than (240) days before the expiration date of this lease agreement.

**26. Abandonment:** Extended absence or abandonment with disconnection of utilities for seven (7) days or more shall constitute abandonment regardless of whether the rent is current K.S.A. 58-2558/58-2556. All properties found in or about the premises shall be considered abandoned and Agent may dispose of same in accordance with Kansas law.

**27. Abatement of Rent:** In the event that the leased premises are not delivered to the Tenant on the beginning of the term of this lease as in section 1 above (-----). Rent shall abate until possession of said premises is delivered to Tenant, but Landlord shall not be otherwise liable. Tenant shall pay full month rent before or on the first of August and if there may be any abated rent it will be prorated after the-----, and credited to the Tenant.

**28. Entire Agreement:** This written Agreement together with attachments and applications within specified constitutes the entire agreement between the parties, and no representations not expressed herein have been made by either party or their agents.

I (We) have read the provision of this lease and agree to be legally bound thereby, and no oral agreements contrary to the above are binding. Any violation of this Lease will make Tenant subject to eviction, forfeiting all deposits. Consequently, Tenant will be obligated to pay the total Rental Lease Agreement in full if the premise is not re-rented. Signature of the lease by tenant executes this lease.

DATE \_\_\_\_\_

TENANT (S) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
VillaFay Development I LLC/ Agent