

RENT _____

SECURITY DEPOSIT _____

Mark and Terri Fouquet
DBA
Fouquet Rentals and M&T Properties
RESIDENTIAL LEASE
Edition date 1/1/05

This lease offered without regard to race, color, creed, sex or national origin.

PARTIES: This agreement between **Mark and Terri Fouquet DBA Fouquet Rentals or M&T Properties**, hereinafter called owner or landlord, and _____, hereinafter called, resident or tenant. Whereby Owner leases to Resident with the improvements thereon and furniture and equipment, as herein disclosed, if any, the Property premises described as _____, Scott City Kansas, located within the County of Scott County, in the state of Kansas, hereinafter called property or premises.

LEASE PERIOD: The term of the lease is a period of _____ (one year 365 days, 6month 180 days, open end with 30 day minimum) beginning on the _____ day of _____, 20____. At the expiration of the term of the lease Resident shall vacate the premises, or at the option of the Owner, this lease may be renewed on a month to month basis at a rental amount to be determined at that time. All other provisions of this lease shall remain in full force and effect.

FREE LOOK AND REFUND POLICY: the security deposit is required to be paid as a condition of the execution of this lease and that will serve to hold the property for the period of 7 days from the date that this agreement is signed and the security deposit is paid. If either party wishes to back out with in 48 hours and no occupancy of the premises has occurred a full refund with out question of the security deposit and rents paid. It is further agreed that if occupancy has occurred the security deposit and all rents (paid or unpaid) will be considered earned and payable as damages.

RENTAL: At a rental of \$ _____ per month, payable on or before 6:00 PM the 1st day of each calendar month during the period of this lease, without demand. The rent is considered as late if received after 6:00 PM on the 5th of the month. It is considered to be delinquent after 6:00 PM on the 10th of the month. A late charge of 10% of the monthly rental will be charged in the event that the rent is paid after 6:00 PM on the 10th of the month. Late fee at the inception of this lease is \$ _____, based on the agreed monthly rental amount. An insufficient funds check will result in \$20.00 NSF fee plus the late rent fee. This penalty amount would be \$ _____, based on the agreed monthly rental amount. If the rent remains unpaid after the 15th of the month a daily penalty of \$5.00 per day will be assessed and this amount in addition to the fees outlined above. Rent is earned from the 1st day of each month to the last day of that month, no refund or pro-ration of rents for vacating during the middle of a month. Rents are understood to be fully earned on the 1st day of the month. The lessee is responsible for the full value of the lease for the agreed term and monthly rental amount. The full value of this lease agreement for the term is \$ _____. **Notices and all rents should be delivered to 1110 College (residence) Street Scott City Kansas, or mailed to PO Box 135 Scott City Kansas.**

SECURITY DEPOSIT: Resident agrees to pay upon execution hereof a security deposit of \$ _____ for the faithful performance of the terms and conditions of this agreement by Resident. This security deposit is intended to cover any damages or losses suffered by the landlord caused by the occupancy or use of the premises by the tenant. The tenant may not construe this security deposit to pay, offset, nor cover any unpaid rents or utilities due the landlord or any other utility service. The owner is given the right to place such deposit in an interest bearing account with the interest to accrue in accordance with State law or the owner in the absence of a specific law otherwise. The security deposit shall be refunded to the Resident after deductions for all sums due Owner and damages to the property, only if Resident complies with the following: **1) Delivery in writing to the owner of a forwarding address for Resident, 2) Vacating of the premises in a clean condition, 3) Removal of all property owned by Resident, 4) Return of all keys, 5) Giving of notice and compliance with all terms of this lease.** Resident shall not withhold payment of the last month's rent on the ground the security deposit serves as security for unpaid rental. The disposition of the security deposit will not be discussed prior to the vacancy of the property by the tenant.

NOTICE: Resident agrees to give at least 14 days written notice of his intent to vacate the property, and upon failure to do so, Resident shall be charged the full amount of the security deposit herein. Such official written notice will serve to allow the landlord to advertise and show the property at will, with out notice to the current tenant. Every effort will be taken to be courteous in our effort to re-rent this property we will try to contact you when we have prior knowledge to show. How ever this section gives us your permission to show the property without notice.

UTILITIES, TAXES, AND RENT CHANGES: This rental will assume to include the following utilities as part of the monthly rental amount.

TRASH X WATER _____ ELECTRIC _____ GAS _____

The process used to figure rental expense, for the purpose of adjusting monthly rental amounts, for multi-occupancy properties, will be to divide the utility cost by the number of units, regardless of the number of persons occupying each unit. It is understood and agreed that a change in the rental amount by the landlord caused by a sudden and unexpected increase in a covered utility, or property tax, is acceptable. It is further agreed that this is a hazard of modern living and the landlord is granted remedy to change the rent mid-term with a written 30-day advance notice. The tenant further understands agrees to pay a \$500.00 penalty to the landlord, which will apply if a utility or service bill is left unpaid in tenant's name and is assessed to the landlord by said utility, at his vacancy of this property. He will further promptly pay, within 5 working days, the amount due including all collection fees and penalties assessed by the utility with notice of such, in writing, by the utility or the landlord, as well as any collection or legal fees incurred by the landlord. Any security deposit held by the landlord shall not be construed by the tenant to pay or offset any such delinquent bill, penalty, collection, or legal fees.

INSURANCE: It is understood that the owners insurance does not include your personal property, your personal liability, auto, boat, recreational vehicle, motorcycle. Physical damage and liability to or arising out of the use or ownership of any such items is the tenants' sole responsibility and the owner assumes no liability for it. It is further understood that you may be held liable for damages caused to the premises by your actions or lack of

actions or tenancy of these premises, and that you should secure appropriate insurance coverage to cover such events. It is further understood that the undersigned persons (tenants) hereby hold harmless and extend to the owner a full waiver of subrogation from any other third party.

LIABILITY: Owner shall not be liable for damage or losses to person or property of Resident or invitees from theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of others, or other causes whatsoever. Resident should insure his property against above and similar losses including personal liability.

DEFAULT: If Resident shall default in the prompt payment of the rent, or the violation of any of the terms of this lease, Owner may declare this lease immediately terminated, and may elect to relet the premise charging the Resident for any deficiency. Residents absence from the premises for five consecutive days while any portion of the rent is delinquent shall give Owner the right to declare the property abandoned. Upon any violation herein Owner shall have the right to institute a Forcible Entry and Detainer in the proper court, and obtain a writ of possession and/or pursue all other remedies provided by law. No prior written notice shall be required for filing suit for eviction or damages.

ABANDONED PROPERTY: All property found in or about the premises shall be considered abandoned and Owner may dispose of same as he shall see fit without compensation to Resident.

INSPECTION: Owner or his agents may enter the premises at all reasonable times to show the property to prospective Residents or purchasers, assessor appraiser, or to make repairs and inspect the property, all without notice.

OCCUUPANCY RATING, USE: The property shall be used as a single-family private dwelling unit only. No commercial or child day care, activities are permitted. No subletting of the premises or any part thereof will be permitted. You may not sublet or share any portion of the premises to a roommate, boarder, companion or friend without written permission of the owner. The premises, having _____ bedrooms is rated for a regular or normal maximum occupancy of _____ persons. Any violation of additional persons regularly (meaning 5 consecutive days) living at such residence in excess of this occupancy maximum, will result in all persons being ask to vacate the premises at the end of the current month. You understand and agree in advance to comply with this requirement and resulting action.

UPKEEP: Resident agrees to take good care premises including the yard alley and alley way the streets and curb and gutter, keeping the premises mowed and trimmed and free of weeds and trash. Keeping the trees, shrubs, and other vegetation, including keeping the yard watered, fertilized, free of weeds, mowed and trimmed, and replace any that are damaged during this tenancy. The tenant is further responsible for any damages to the premises caused by himself, his family or invitees, such as, stoppage of sewers chargeable to his use, broken water pipes due to freezing, and ordinary maintenance such as changing of air filters and leaking water faucets.

PARKING: Vehicles motorized or non-motorized, operating or non-operating autos trucks motorcycles boats or Recreational vehicles or any part or parts thereof, shall not be parked on any area not designed for parking. Parking shall be on the street or on a concrete driveway or in a garage. It shall not be in the alley, on the lawn, or adjacent adjoining property. Disabled autos must be stored away from these premises.

PROHIBITED ITEMS OR ACTIONS: (1) YOU CAN NOT INSTALL OR HIRE OR CONTRACT TO INSTALL ANY TV, COMPUTER OR PHONE SERVICE, SATELITE DISH, ANTENNA, OTHER RECIEVER OR CABLE INSTALLATION, IN, ON, OR ABOUT, THE HOUSE OR PROPERTY, WITHOUT EXPRESS WRITTEN PERMISSION FROM M&T PROPERTIES. IF SUCH PERMISSION IS GIVEN WE WILL INSIST ON APPROVING THE INSTALLATION PROCESS BEFORE WORK BEGINS. (2) WE DO NOT ALLOW THE USE OF WATERBEDS. (3) WE DO NOT ALLOW A PRIVATE BUSINESS TO BE CONDUCTED ON THE PRIMISES. (4) WE DO NOT WANT COLOR DYE OR BOWL CLEANER TABLETS TO BE USED IN THE TOILETS OR THE TANK OF THE TOILETS. (THE TYPE THAT HANG OVER THE RIM ARE FINE THE ONES THAT SIT IN THE BOTTOM OF THE TANK AND DESOLVE ARE THE ONES THAT WE HAVE HAD TROUBLE WITH. (5) THE BUILDING STORING OR OPERATING OF DEMOLITION DERBY CARS ON THE PREMISES ON THE STREET OR NOT. (6) WE WILL NOT TOLERATE ANY STORAGE OF TRASH JUNK OR REFUSE OR IRON OR WOOD TO BE STACKED OR OTHERWISE KEPT ON THE PREMISES.

SPECIAL CONDITIONS: No pets of any kind to be kept on the premise.

EQUIPMENT PROVIDED: You accept in good clean working condition the following items and agree to return them in good clean working condition.

STOVE _____ REFRIDGERATOR _____ WASHER _____ DRYER _____
A/C _____ GARDEN HOSE _____ SPRINKLER _____ OTHER _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. This lease is construed to contain three parts: the lease, schedules A (list of equipment) & B (list of discrepancies). This lease contains all agreements between the parties herein and any agreements not contained herein shall not be binding. Resident acknowledges a receipt of a copy of the lease.

EXECUTED in multiple originals on this day _____ of _____, 20_____.

Owner

Resident

Resident

SCHEDULE A

LIST OF DISCREPANCIES OR DEFICIENCIES AT THE PREMISES

Resident

Date

Resident