This agreement made this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_ by and between F.W. Huston Medical Center, hereinafter referred to as Landlord and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter

referred to as Tenant (whether one or more).

Landlord agrees to deliver possession of the following described premises known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for use as a private residence, subject to the following terms and conditions:

The initial term of the lease shall be for a term of not less than one (1) year unless terminated by either party as provided herein. Occupancy to begin on the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_ and to be continuous through \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_. After the initial term of this lease end, this Agreement will continue for successive terms of six (6) months unless otherwise agreed to in writing by Landlord and Tenant, or it is terminated in accordance with the terms of this lease. Tenant agrees that Landlord shall not be liable for delay in giving possession of the premises, but in the event of such delay, the rental shall be abated until possession can be given. Notice shall be given by either party in writing, THIRTY DAYS, prior to the expiration date of this lease of their intention to terminate this lease. Tenant agrees to pay one full month's rent after giving 30 days’ notice of lease termination. Said NOTICE SHALL BE GIVEN IN WRITTEN LETTER FORM, ADDRESSED TO THE LANDLORD AND SENT BY REGISTERED OR CERTIFIED MAIL TO LANDLORD AT LANDLORD'S ADDRESS OR AT SUCH OTHER ADDRESS AS LANDLORD MAY FROM TIME TO TIME DESIGNATE IN WRITING. No deposit will be refunded when a 30-day written notice is not given.

Tenant agrees to pay $795.00 per month as rent during the term of this Lease, in advance and without demand to F.W. Huston Medical Center c/o Abby Page, 408 Delaware, Winchester, KS 66097. Rent is to be received in person or by mail on or before the first(1st) day of each month.

After the initial term, Landlord may increase the rent upon not less than thirty (30) days written notice to Tenant.

A service charge of $25.00 per month will be payable as additional rental for any month's rent that is not received by the fifth (5th) day following the rental due date. A $25.00 return check fee will be assessed for any returned checks submitted by the Tenant to the Landlord. Service charges constitute additional rental, and not a penalty. Landlord may pursue any legal remedies available to collect said charges, as he would any other material breach of this agreement.

A security deposit of $ 300.00 is due at time of residency. At the end of the lease agreement, the dwelling will be inspected, and the deposit returned, less any monies owed by the Tenant. Money owed by the tenant may include, but is not limited to: damage or loss other than ordinary wear occurring to said apartment or equipment therein, cleaning, service call, late charges, utilities, and/or unpaid rent. Failure to give proper written notice of lease termination will also be reason for penalty. Under no circumstances can said deposit be applied by Tenant to pay rents due. Said deposit, less itemized deductions, will be returned within 14 to 30 days of demand to Tenant's last known address provided return of all keys to Landlord. Excessive nail holes in the walls will result in additional charges per hole repaired, a charge of up to $5.00 per hole can be assessed, this is not considered normal wear. Nothing may be hung on the outside siding or put on the roof.

Landlord agrees said premises are to be habitable. Landlord agrees to maintain in working order all electrical, plumbing, sanitary, heating, ventilating, and other facilities, which are supplied by Landlord except repairs necessary because of abuse or improper use by Tenant. Landlord agrees to provide garbage facilities, facilities for running water and facilities for reasonable amounts of hot water. Landlord will provide General Maintenance, Lawn Care and Snow Removal.

Resident should make application for telephone service and agrees to notify Landlord of phone number and any subsequent phone number changes. All other utilities (including Electricity, Gas) as well as any related deposits will be paid by Tenant, beginning on the first day of this lease agreement. Electricity and Gas should remain on while the apartment is occupied, in the case that these are shut off due to non-payment, this is a breach of contract, and cause for eviction.

Tenant is responsible for any costs incurred by stopped drains, garbage disposals, or damage to appliances when the malfunction is deemed to be misuse by the Tenant or his/her guests. Minimum charge for service calls in the above instances is $35.00 maximum of $75.00, which shall be additional rent.

Two door keys are provided to tenant. Keys are the personal property of the Landlord and in the event keys are not returned, fifty dollars ($50.00) per lock will be charged for change of door locks and new keys. In the event of a lock out, a fee of twenty-five dollars ($25.00) will be assessed.

Tenant agrees not to interfere, or allow any guest or family member of Tenant to interfere with the rights of peaceful enjoyment of other tenants occupying the dwelling unit or apartment community. Tenant shall not keep or do anything on the premises which would increase insurance rates or fire hazards or violate any municipal ordinance or codes or state law. Tenant may not conduct any activity or store any material on the property which causes a nuisance or creates any offensive odors or noise for other tenants. Tenant agrees to keep interior and exterior of premises in clean and safe condition and to notify Landlord of any damages to property or needed repairs. Tenant shall be responsible for any costs related to misuse, abuse, or damage to appliances during the term of the lease. Upon termination of the lease, said appliances shall be clean and in good working order.

Tenant may have guests for up to 14 days only, anything beyond this is considered a breach of contract and cause for eviction.

In the case of an eviction, the tenant will be responsible for any and all court fees and attorney fees for the eviction process.

Tenant agrees not to use the premises for repair of automobiles; this is to include changing of oils, and not to leave any automobile unattended on the premises for more than 7 days. Failure on the part of Tenant to comply with any of the provisions of this agreement shall, at the option of the Landlord, constitute forfeiture thereof.

The Landlord or his agents, may upon giving reasonable notice to the Tenant, enter the rental unit during reasonable hours using a pass key to inspect the premises, make necessary or agreed repairs, decorations, exterminations, alterations or to exhibit the rental unit to prospective purchasers, mortgagees, tenants, workmen, or contractors. Landlord may enter without notice to Tenant in case of hazard involving possible loss of life or property damage. When Tenant has given written Notice of Intent to Vacate, the Landlord may show the rental unit to prospective tenants during reasonable hours.

Tenant agrees to give prior notice of any intended absence in excess of seven (7) days; and any absence for seven (7) days without notice is cause for entry for reasonable purposes without notice. Absence of thirty (30) days, without notice, will be grounds for Landlord to take possession of said premises. Tenant agrees to be bound by all existing rules and regulations and all reasonable rules and regulations which may, from time to time, be adopted by said Landlord, and the same shall be construed to be conditions of this agreement.

The names of all persons living in said premises are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Only these household members will be permitted to occupy the unit. Tenant agrees to immediately notify Landlord if any changes to the household should occur.

Tenant agrees not to keep pets of any type without written consent of Landlord. No pets or animals may be brought onto the premises or any part of the apartment community at any time.

Any property of whatsoever description left in or about the said premises after Tenant has vacated shall be disposed of at Landlord's discretion. Tenant is urged to procure insurance on Tenants personal property as Landlord assumes no liability or responsibility for the personal property of Tenant.

No alterations, remodeling or installation of any fixtures or locks shall be made except with written permission of the Landlord. Any such improvements shall become the property of the Landlord at termination of the lease. Landlord and Tenant agree that in the event said premises are totally destroyed by fire, rain, wind, or other causes beyond the control of Landlord ("Casualty''), or are condemned and ordered tom down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this agreement shall cease and terminate at the date of such destruction of said premises. In the event the premises or the building of which the premises are a part are damaged by Casualty, and repairs can reasonably be completed within sixty days, this lease shall remain in full force and effect and Landlord shall diligently commence and pursue to completion any repairs to restore said premises with abatement in rent during the period the premises are legally uninhabitable.

Tenant is fully responsible for all damage, other than ordinary wear and agrees to pay for all damage caused by tenant, tenant's family, guests, servants, or others permitted by Tenant to be on the premises.

Tenant agrees and acknowledges that there is a No Smoking Policy within the apartment by anyone, including guests. The tenant may provide a safe place outside for smoking. If this policy is violated, it is means for eviction.

It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Any breach thereof shall necessitate immediate correction. Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58- 2555 and amendments thereto materially affecting health and safety, Landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon thirty (30) days after notice for a first breach, if the breach is not remedied in fourteen (14) days. However, in the event that such breach or a similar breach occurs after the 14-day period, landlord may deliver a written notice to the Tenant that the rental agreement will terminate thirty (30) days after notice. Landlord's waiver of any covenants herein shall not constitute a waiver of any subsequent breach. If rent is unpaid when due, Landlord may terminate this agreement after three (3) days’ notice and take action for possession as provided by the Uniform Residential Landlord and Tenant Act.

If any provision or paragraph of this agreement is unenforceable, the remaining provisions of paragraphs shall nevertheless be carried into effect.

By the execution of this lease, the Tenant accepts the premises in their present condition and further acknowledges that they have read this Agreement and agree to the terms and conditions contained herein and the attached Rules and Regulations, as the same may be modified or supplemented from time to time.

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

Landlord (agent for building owner) Date

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

Tenant Date

Applicable Information

Initial Statement of Accounts

Security Deposit: $\_\_\_\_\_\_\_\_\_\_

Pro-Rata Rent

$\_\_\_\_\_\_\_\_\_\_ / days X No./days \_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_

Total Due at Move-In $\_\_\_\_\_\_\_\_\_\_

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

Landlord Tenant

Initial Initial

**Additional Information**: