

# HANSEN PROPERTY MANAGEMENT

## LEASE AGREEMENT

Leavenworth, Kansas \_\_\_\_\_

This LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between HANSEN PROPERTY MANAGEMENT (hereinafter called "Agent") and \_\_\_\_\_ (HEREINAFTER CALLED "LESSEE").

1. **PROPERTY LEASED.** For and in consideration of the rental payments hereinafter set out and the covenants contained herein, the AGENT hereby leases to LESSEE and the latter rents from the former, the premises located \_\_\_\_\_ hereinafter called the "PREMISES" which PREMISES are managed by the AGENT. The term "PREMISES" as used herein shall include the following items of personal property located thereof: **Stove, Refrigerator, Microwave, & Dishwasher.**

2. **TERM OF AGREEMENT.** This Lease Agreement is for a term of \_\_\_\_\_ months, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2019\* and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20 unless sooner terminated as hereinafter provided.

3. **RENT.** LESSEE agrees to pay to the Agent monthly rental payment in the sum of \$\_\_\_\_\_ which sum is due on the first day of each month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 and which shall be due and payable as stated herein each month thereafter until the termination of this tenancy. If this Agreement is executed on a day other than the first day of the month, then the rent due for the month in which this Agreement is dated shall be **prorated** and shall be due and payable upon the execution of this Agreement. All rental payments shall be paid to Hansen Properties using PAY LEASE online via [www.hansensproperties.com](http://www.hansensproperties.com).

4. **LATE CHARGE.** Rent is due and payable on the first of each month, therefore initiated in PAY Lease by the first of each month. In the event that any rental payment called for hereunder is not received before 5:00 P.M. on the fifth day of each month, then the parties agree that the Agent shall be entitled to collect from LESSEE an additional charge of **\$50.** Each day late after the sixth of the month the Agent will be entitled to collect from LESSEE an additional \$10 per day. If a check for rent is returned to Agent for insufficient funds or any other reason, said late charge will continue until rent is actually paid by LESSEE. There will be a \$50.00 service charge for all returned checks plus any other costs incurred by the Agent.

5. **SECURITY DEPOSIT.** In addition to the rental payments herein, the LESSEE agrees to deposit with Agent the sum of \$\_\_\_\_\_ as a security deposit prior to occupancy of the PREMISES. The security deposit shall be made using PAY LEASE online via [www.hansensproperties.com](http://www.hansensproperties.com). The security deposit shall be held by Agent as security for LESSEE'S performance of this Agreement, and against any damages caused by LESSEE, his /her family and guests to the PREMISES or any other part of the property managed by the Agent. LESSEE understands and agrees the security deposit does not relieve the LESSEE of his/her obligation hereunder to pay the Agent the rents stipulated herein or any other amount elsewhere provided herein. Within one month following termination of the Lease, Agent shall return the security deposit to LESSEE, less any deduction from it on account of amounts owed by LESSEE to Agent, as authorized by law, together with a written itemization of such amounts, to LESSEE.

6. **USE OF PREMISES.** LESSEE agrees to use the PREMISES only as a residence. LESSEE shall not alter or make additions to the PREMISES, its painting, or its fixtures and appliances, without Agent written consent. LESSEE agrees not to do or to permit any act or practices injurious to the PREMISES, which may affect the insurance risk factor or insurability of the PREMISES, or which may be otherwise

prohibited by law. **LESSEE** represents that his/her family consists of \_\_adult and \_\_child(ren), age(s ) \_\_\_\_\_ **vrs** and agrees and represents that the **PREMISES** shall not be occupied by anyone other than the **LESSEE** and herein mentioned family members.

7. **PETS.** **LESSEE** represents that he/she is the owner of the following pets: \_\_\_\_\_ weight of each pet, \_\_\_\_\_ **lbs.** **LESSEE** agrees to deposit with **Agent** the sum of \$ \_\_\_\_\_ as pet deposit prior to occupancy of the **PREMISES**. This deposit shall be held as security against any damage to **PREMISES** caused by said pets. The difference, if any, between the deposit and the damage caused by the **LESSEE**'s pets shall be returned to the **LESSEE** within one month following termination of this Lease. **LESSEE** agrees that **\$100** of the pet deposit will be retained by management for professional extermination to be performed if **LESSEE** fails to accomplish it and provide a proof of receipt.

8. **REPAIRS AND MAINTENANCE.** The **LESSEE** shall promptly repair, at his/her own expense, damages to the **PREMISES** which occur by reason of his/her own negligence or negligence of a member of his/her family, invitees or guests, and damages occurring due to personally owned appliances and equipment, such as washing machines, dryers, exercise equipment, etc. **LESSEE** shall not be responsible for reasonable wear, tear and damage by fire, not caused by their appliances, or storms.

(a). **LESSEE** agrees to be responsible for all minor maintenance and repair to **PREMISES** to include light bulbs and changing HVAC filters every 30-45 days, refrigerator filters as needed, and Humidifier pad after each heating season. **LESSEE** will keep outdoor compressor unit clean and free of obstruction. **LESSEE** will be responsible for clogged plumbing, drains, toilets and garbage disposal back-ups as these are the result of **LESSEE**'S use. The **Agent** shall be responsible for all major maintenance or repair of the **PREMISES** to include repairs to kitchen appliances, air conditioning, furnace, HVAC, sump pump, garage door openers, and house wiring. The term "major maintenance and repair" shall mean any maintenance or repair or replacement which exceeds **\$50** in cost. **Agent** is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond **Agent**'s control.

(b). **LESSEE** shall also be responsible for maintaining the yard if lawn care is not provided and shall keep the **PREMISES** free of debris, rubbish, rodents, and vermin. **LESSEE** is responsible for pest control and keeping premises free of infestation by roaches, insects, rodents, moths and moles. Lawn will be fertilized on a regular basis and watered to maintain a green color during the Summer months. **LESSEE** is also responsible for maintaining landscaping beds to include trimming bushes and keeping beds free of weeds and debris and replenishing mulch. If notice is given to tenant that yard needs to be mowed or landscaping beds are to be cleaned, **LESSEE** has (1) week to comply. After one week, **Agent** will contract to have yard mowed or landscaping cleaned at **LESSEE**'s expense. **LESSEE** shall not park any automotive vehicle in the yard except in specifically designed parking area. No vehicles which are inoperative or unlicensed will be allowed in the designed parking areas for more than (7) days.

9. **UTILITIES.** **LESSEE** shall be responsible for payment of all utilities now in use in connection with the **PREMISES** or hereafter installed and shall hold **Agent** harmless against any and all claims for the nonpayment thereof.

10. **LESSEE's RIGHT TO TERMINATE.** In the event the **LESSEE** is a member of the United States **Armed Forces**, the **LESSEE** may terminate this Agreement on a Thirty(30) day written notice to the **Agent**, in any of the following events:

(a). If the **LESSEE** received permanent change of station orders to depart from the area where **PREMISES** are located. Report date on the orders must be within 30 days of Termination of the lease.

(b). If the **LESSEE** is released from active duty.

(c). If the **LESSEE** has leased the **PREMISES** prior to arrival in the area and his/her orders are changed to a different area prior to occupancy of the **PREMISES**.

(d). In the event **LESSEE** is Command General Staff Student or SAMS student, prorated rent at termination of lease will not be prorated prior to graduation day.

11. **THIS LEASE WILL NOT BE BROKEN FOR ON-POST/BASE HOUSING.**

12. If **LESSEE** is not a member of the United States Armed Forces, the **LESSEE** must give **A THIRTY (30) DAY WRITTEN NOTICE of nonrenewal PRIOR to the end of their lease.**

13. **HOLDING OVER.** A holding over after expiration thereof, must be approved by the **Agent**. If approved, holding over shall be construed as a month-to-month tenancy that requires a thirty (30) day written notice.

14. **DEFAULT.** If **LESSEE** shall fail to pay rent or any other sum to **Agent** when due, shall default in any other provisions of this agreement, or shall abandon the **PREMISES** or attempt to remove his possessions from the **PREMISES**, **Agent** may terminate this Agreement in accordance with the principles of law, bring action for dispossession of **LESSEE** in accordance with applicable procedures thereof, or institute any other remedy as may be authorized either at law or in equity.

In the event the **LESSEE** breaches the agreement by abandonment during the term of the Lease, then in such event, the **LESSEE** shall automatically forfeit his/her security deposit to the **Agent** and shall be liable for all damages incurred, including but not limited to loss of rent and cost of repairs of physical damage to **PREMISES**. Abandonment would mean failure to occupy or vacate the **PREMISES** for any reason.

15. **RIGHT OF ENTRY.** **Agent** upon giving at least twelve (12) hours advance notice to **LESSEE** in person or verbally over the phone, shall have the right to enter the **PREMISES** at reasonable times to inspect, make ordinary necessary repairs, decorations or alterations, enforce this Agreement and, during the last 120 days of this Lease show the **PREMISES** to prospective tenants or purchasers. **LESSEE** also authorizes the posting of customary "For Rent" or "For Sale" signs on the **PREMISES** during the last 120 days of this Lease.

16. **ALTERATIONS.** **LESSEE** shall have no authority to make alterations to the **PREMISES** or to incur any debt or make any charge against the **Agent**, or create any lien upon the leased **PREMISES** for any work done or materials furnished without the express written consent of the **Agent**.

17. **ASSIGNMENT OR SUBLETTING.** **LESSEE** shall not assign or sublet the **PREMISES** during the term of this Agreement without the prior written consent of the **Agent**.

18. **PLACE OF PAYMENT AND NOTICE.** Any payments required by **LESSEE** hereunder, shall be made using PAY LEASE online via [www.hansensproperties.com](http://www.hansensproperties.com). Any notice required to be given by **LESSEE** hereunder, shall be given to **Agent** at the following address:

HANSEN PROPERTY MANAGEMENT  
PO BOX 1002  
Leavenworth, KS 66048  
(913) 547-1113 or (913) 547-1114  
email: hansensproperties@yahoo.com

19. **SEVERABILITY.** In the event that any part of this Agreement shall be construed as unenforceable, the remaining parts of this Agreement shall be in full force and effect as though the unenforceable part or parts were not written into this Agreement.

20. **GOVERNING LAWS.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Kansas.

21. **WAIVER.** The waiver by **Agent** of, or the failure of **Agent** to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by **Agent** shall not be deemed to be a waiver of

any preceding breach by **LESSEE** of any term, covenant, or condition of this Agreement, other than the failure of **LESSEE** to pay the particular rental so accepted, regardless of **Agent's** knowledge of such preceding breach at the time of acceptance of such rent.

22. **INSURANCE.** **LESSEE** shall be responsible for obtaining his/her contents insurance and insurance to cover the leased property if damages are determined to be his/her fault. **LESSEE** pet owners further agree to obtain personal liability insurance in the amount of not less than \$100,000 to insure against claims based on acts of owned pets.

23. **SPECIAL PROVISIONS:**

(a). **Lessee will be given keys and garage door openers to the property once they arrive. There is a lockout fee of \$30 if property manager is available and has to open the property due to loss or misplacement of keys. Key replacement charge is \$10.**

(b). **Agent will ensure there are working smoke detectors on the premises. LESSEE agrees to replace batteries as needed or upon each daylight savings time adjustment. Carbon monoxide detectors are the responsibility of the LESSEE.**

(c). **Snow removal will be performed within 24hrs IAW City ordinance. Any fines from not doing so will be the responsibility of the Lessee.**

(d). **Prior to vacating the property, the property must be cleaned IAW the checklist and guidelines on [www.hansensproperties.com](http://www.hansensproperties.com). Carpets must be professionally cleaned by either B&B Steam Cleaning (913) 240-6664 or Ducks Carpet Cleaning (913) 913-549-6558. \$750 dollars of the deposit will be retained by Hansen Properties for carpet cleaning if this is not completed by one of the approved companies and proof of receipt is not provided.**

(e). **This home is a  X  non-SMOKING;   SMOKING area and any damage due to smoking to paint, carpet, flooring etc. will be the responsibility of the Lessee.**

(f). **Homes built prior to 1978 may contain lead based paint.**

X  **This does not apply to the home I am renting as it was built after 1978.**

**This does apply to the home I am renting. I will go to [www.2.epa.gov](http://www.2.epa.gov) and read the government pamphlet entitled "Protect your family from lead in your home." \_\_\_\_\_ (initial here).**

**\*Contingent on current renter vacating property in accordance with lease agreement.**

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and on the date and year first above written.

\_\_\_\_\_  
**LESSEE Signature**

\_\_\_\_\_  
**Agent, Rick A. or Shari M. Hansen**

\_\_\_\_\_  
**LESSEE Signature**

**E-mail** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_