

Delbert & Janet Wilks
www.wilksapts.com
RESIDENTIAL LEASE AGREEMENT

RENEWAL LEASE RENEWAL & NEW LEASE NEW LEASE

1. **PARTIES:** This agreement between **Delbert & Janet Wilks** d.b.a. **WilksApts** hereinafter called Owner, and

hereinafter called Resident(s), whereby Owner leases to Resident with the improvements thereon and furniture as shown in special conditions or on separate schedule, if any.

THE PROPERTY described as _____

located within the city of EMPORIA, county of LYON, state of KANSAS, hereinafter called Property.

2. **PERIOD:** For a period of months beginning on the 1st day of , 20 and ending on the 30th day of , 20 . At the expiration of the term of this lease Resident shall vacate the premises, or at the option of the Owner, this lease may be renewed to include the requirement of notice by the Resident to the Owner on or before the 15th day of January 20 . All termination shall be structured to end one day proceeding the last day of the month.

3. **RENTAL:** At a rental of \$ per month, *payable to “DELBERT WILKS”, so as to be in Owner’s hands on or before the first day of the calendar month during the period of this lease, in the form of “ONE CHECK OR MONEY ORDER” in envelope provided, without demand. A late charge of 10% of the monthly late rent will be charged in the event the rent is not received by the fifth of the month plus \$5.00 a day for each day thereafter until rent is received in full.* Therefore, cash payments may be personally delivered to the Owner or **ESB Trust** if necessary or desirable. Insufficient funds checks will receive an additional \$35.00 charge. **PARTIAL PAYMENTS WILL NOT BE ACCEPTED & WILL BE RETURNED TO TENANTS WHICH COULD RESULT IN LATE FEES!**

4. **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. Such deposit shall not be construed as rent or payment for the last month’s rent. The security deposit shall be returned to the Resident within 30 days after deductions for all sums due Owner and damages to the property, only if Resident complies with the following:

- a) Delivery in writing to the Owner of a forwarding address for Resident.
- b) Vacating of the premises in a clean, damage free condition.
- c) Removal of all property owned by Resident.
- d) Return of all keys.
- e) If Resident is not present for walk-through when moving out, Resident may forfeit his or her security deposit.
- f) Resident will give a 30 day notice in writing beginning the 1st day of the month to vacate and be in compliance with all terms of this lease. *The tenant shall not apply or deduct any portion of the security deposit for the last month’s rent or use or apply the security deposit at any time in lieu of payment of rent. If the tenant fails to comply with this, the security deposit may be forfeited and the landlord may recover the rent as if the deposit had not been applied or deducted from the rent due. Failure to pay the last month’s rent, shall be presumed to be a violation of this term of the lease and may result in the aforementioned forfeiture. If owner should agree to a termination of this lease before date of expiration the renter’s security deposit may be forfeited.*

Mail Rent Payments too:
Delbert Wilks
P.O. Box 476
Junction City, Kansas 66441

Initials: _____

- 5. 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 re-let the premises charging the Resident for any deficiency. Resident's 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 hereon 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.
- 6. 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.
- 7. INSPECTION:** Owner or his agent(s) may enter the premises at all reasonable times to show the property to prospective residents or purchasers make repairs and inspect the property.
- 8. NOTICE:** The Resident may terminate this lease only upon the following conditions:
- Death of any Resident.
 - If Resident is transferred from this area by their employer, Resident assumes full responsibility for rent due through completion of the lease agreement. And upon completion of the lease agreement, Resident agrees to give at least a 30 day written notice before vacating the property, and upon failure to do so, Resident shall be charged the full amount of security deposit herein.
 - The Resident, at his or her expense, finds for the Owner a replacement tenant meeting Owner's approval.
- 9. RIGHT TO SHOW:** Management has the right to show the property during leasing season starting January 15th as stipulated in section 24. LEASE RENEWAL. Reasonable notice will be given to current tenants to show apartment to prospective tenants.
- 10. MAINTENANCE:** *Resident accepts the premises in their present condition*, and as part of the consideration for this lease at the specified rental, Resident pays any and all repairs due to their neglect. Owner agrees to keep the premises in a good state of repair commensurate with the property and neighborhood. Resident agrees to:
- To be responsible for any damages to the premises caused by him or herself, family members or invitees.
 - To be responsible, at his or her expense, for stoppage of sewers, broken water pipes due to freezing and ordinary maintenance.*
 - To promptly report to the Owner, any problem with plumbing, fixtures or property immediately. Failure to do so will result in the Resident being responsible for the cost of the repairs.
- 11. UTILITIES:** Unless otherwise specified herein, Resident shall pay for all utilities and services used in and about the property including trash removal (*tenants will be responsible for any fees we incur to remove any and all trash inside and outside the dwelling*).
- 12. LIABILITY:** Owner shall not be liable for damages or losses to person or property of Residents, family members or invitees from theft, vandalism, fire, water, acts of God, interruption of utilities, acts of others, or other causes whatsoever. Resident is required to insure his property against above and similar losses including personal liability.
- 13. PETS: UNLESS SPECIFICALLY STATED HEREIN, ABSOLUTELY NO PETS OF ANY KIND ARE PERMITTED. PET DEPOSIT & COMPLETED PET AGREEMENT ARE REQUIRED WITH PRIOR APPROVAL OF OWNER(S)!**
- 14. ALTERATIONS:** *Resident shall make no alterations, repairs, decorations, or additions in or to the premises without Owner's prior written consent, and then only by contractors or mechanics approved by Owner.* All alterations, repairs, additions or improvements upon the premises made by either party shall become the property of Owner and shall remain upon and be surrendered with the premises as a part thereof, at the end of the term hereof. If Resident has altered the leased premises Owner shall have the right at the termination of the lease to require Resident at Resident's expense to repair and restore said premises to their former condition and failing to do so Resident shall be liable for all costs and expense thereof incurred by Owner. Any damage to the premises during Resident's occupancy or caused by Resident's removal of property shall be promptly repaired by Resident, and failing to do so he shall be liable to Owner for the cost and expense thereof.

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15. JOINT LIABILITY: In the event that this instrument shall be executed on behalf of Resident or Residents by more than one person, then the liability of the persons so signing shall be joint, and several, and a judgment entered against one shall be no bar to an action against the others. **EACH INDIVIDUAL RESIDENT SHALL BE FULLY RESPONSIBLE FOR TOTAL RENT DUE.**

16. PEST CONTROL: Resident will insure premises are maintained free of, and not limited to, ants, roaches, spiders and similar pests with ONLY one exception being termites by keeping the kitchen and bath(s) especially clean and seeing that all trash is removed. If ants, roaches, spiders and similar pests are present, it is the Resident's responsibility to treat appropriately. **THE PREMISES MUST BE PEST FREE AT THE TIME OF THE WALK-THROUGH INSPECTION** (see section #23 SPECIAL CONDITIONS, sub-section H)

17. LOUD & BOISTEROUS NOISE: Residents are requested to adjust radios, stereos, televisions and other such electronic equipment so as not to disturb other residents or neighbors.

18. KEYS: At least two sets of keys will be provided at the time the Residential Lease is signed. In the event keys are lost, locks will be replaced and Resident charged for replacement costs as described in section #22 **KEY REPLACEMENT/ LOCK-OUT**. Locksets may not be changed without Owner's approval. Only commercial grade locksets keyed to accept Owners master key will be approved.

19. SUBLETTING: Resident *shall not sublet* in any manner without the written consent of the Owner.

20. DAMAGE & WASTE: Resident will not as a result of his occupancy, cause, allow or permit any waste, misuse or neglect of the premises or of any furnishings therein provided by Owner and warrants against the same, and does hereby covenant and agree to pay for all damages so caused. Resident also agrees that Resident will not permit any member of his family, invitees, licensees, or guests to commit such waste of misuse, and in the event that any such persons shall cause waste, misuse, or through their neglect shall cause damages, then Resident expressly covenants and agrees to pay for all such damages caused. Resident further covenants and agrees during the continuance of his occupancy of the premises to keep same in as good repair and as clean and safe as the condition of the premises permit, and at the expiration of the term, yield and deliver up the same in clean, rentable conditions when taken, reasonable use and wear thereof alone except in the event Resident shall neglect to repair or pay for damages caused by waste, misuse, or neglect as aforesaid, then the amount thereof shall be deemed to be additional rent hereunder, and shall be due from Resident to Owner on the first day of the month following the incurring of such damages, and it is further expressly understood and agreed that in the event that Resident shall fail to make all necessary repairs then Owner, at its 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 Resident to Owner on the first day of the month following the incurring of such expense.

21. USE OF PREMISES: Resident shall:

- a) Comply with all obligations primarily imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety. **Remove snow from all walkways & driveways within 24 hours of snowfall.**
- b) Keep the part of the premises that such Resident occupies and uses as clean and safe as the condition of the premises permit.
- c) Remove from Resident's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- d) Keep all plumbing fixtures in the dwelling unit or used by the Resident as clean as their condition permits. Use in a reasonable manner all electrical, plumbing, sanitation, heating, ventilation, air conditioning and other facilities and appliances in accordance with directions or the manufacturer or as directed by owner.
- e) Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act of omission of Resident or any person, animal or pet on the premises at the time with the express or implied permission or consent of Resident, to engage in conduct that will disturb the quiet and peaceful enjoyment of other Residents or neighbors.
- f) The property shall be used as a primary residence only.
- g) No more than one registered operational motorized vehicle and one bicycle, per tenant, may be stored outside the dwelling on the landlord's property in designated areas. Vehicle permit may be required with a small deposit to obtain such permit.

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22. KEY REPLACEMENT/LOCK-OUT: If Resident loses key(s) to dwelling and/or mailbox (where applicable) or locks himself/herself out of the dwelling, a service charge of **\$35.00** will be assessed by the Owner to let the Resident in or replace key(s).

23. SPECIAL CONDITIONS:

- a) If the property is not cleaned to the satisfaction of the Owner when the Resident vacates the property there will be additional charges as outlined in the **MOVE-OUT COST SCHEDULE** attached to this lease agreement. **ALL CARPETS MUST BE PROFESSIONALLY CLEANED UPON DEPARTURE BY APPROVED CARPET CLEANING COMPANY.** Resident shall present receipt for carpet cleaning to Owner at time of checkout.
- b) If fire extinguisher is discharged unnecessarily, it shall be re-charged within twenty-four hours at the Resident's expense (where applicable).
- c) It shall be the Resident's responsibility to replace all fire/smoke alarm batteries when low-battery warning sounds. Resident or any person on the premises, which causes fire/smoke alarm to not function properly, shall allow no tampering of fire/smoke alarms. **RESIDENT SHALL UNDER NO CIRCUMSTANCES REMOVE BATTERIES FROM FIRE/SMOKE ALARMS.**
- d) Resident is to bring matters of maintenance to the attention of the Owner. Failure to do so will result in the Resident being responsible for the cost of the repairs. **THERE IS A \$35.00 FEE TO RESET A CIRCUIT BREAKER.**
- e) It is mandatory to clean all three heating/AC filters once every ninety days. Wash them out in the kitchen sink and dry completely before returning to the heating/AC units. *(A dirty filter will increase your electricity bill.)*
- f) It shall be the Resident's responsibility to ensure all garden hoses are disconnected from outside faucet(s) at first sign of frost. Failure to do so shall result in the Resident's paying repair costs of broken water lines due to freezing.
- g) If the apartment shall remain vacant for more than **48 consecutive hours** tenant(s) will notify owner in writing prior to leaving and at which time will also notify owner of date the tenant(s) will return. Failure to notify the landlord that the premises will be vacant longer than **48 hours will result in the premises being determined as ABANDENED PROPERTY (SEE 6. ABANDENED PROPERTY).**
- h) At completion of the lease agreement, the Resident shall be responsible for scheduling with Owner a walk-through inspection of the premises prior to vacating the premises. Resident shall be responsible for making sure all utilities remain turned on until after the walk-through inspection has been done. **IF RESIDENT IS NOT PRESENT FOR WALK-THROUGH INSPECTION, RESIDENT MAY FORFEIT THEIR DEPOSIT AND SHALL BE RESPONSIBLE FOR ADDITIONAL CHARGES AS OUTLINED IN THE MOVE-OUT COST SCHEDULE ATTACHED TO THIS LEASE AGREEMENT.** If premises are not ready for inspection at the time of the appointment (all furniture removed and apartment cleaned), a **\$40.00** charge will be assessed for a representative to make a return trip. *All personal belongs left in dwelling will be disposed in 30 days without notice.*
- i) Any tenant changes made during lease agreement period are required to complete the following before the change may be made:
 - 1. Complete a rental application.
 - 2. Pay a security deposit (*Security deposit MAY NOT be transferred between tenants*).
 - 3. Tenant(s) moving out will schedule a move out inspection.
 - 4. Tenant(s) moving in will schedule a move in inspection *before moving into the apartment.*
- j) This is a *smoke free* apartment **Candle burning and Cigarette smoking** is not permitted and damage caused by burning candles and cigarette smoke will be the tenants' responsibility for the cost of any repairs including the possibility of repainting your entire apartment by a professional contractor.
- k) It shall be the residents' responsibility to remove the snow from all walk ways pertaining to your apartment to include the city sidewalk within **24** hours following the snowfall as per City Ordinance.
- l) It is mandatory that dishware, flatware, cooking and baking pots and pans be rinsed off of ALL food particles before being put in the dishwasher failure to comply resulting in repairs to the DISHWASHER will be at the expense of the tenant(s).
- m) It is mandatory the ceramic cooktop be cleaned after each use and failure to comply resulting in damage to the cooktop, requiring replacement, will be at the expense of the tenant(s).
- n) *Written notice referred to in this lease does not under any circumstance apply to any form of electronic written notice.*

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24. LEASE RENEWAL: Leasing Season for Wilks Apts begins at the start of ESU's spring semester. If Resident intends to renew lease, Wilks Apts must be notified by the start of spring semester. *If WilksApts is not notified in writing of intent to renew by January 15th, WilksApts reserves the right to show the unit to prospective tenants.* Reasonable notice shall be provided. If Resident agrees to renew lease verbally, but fails to sign the renewed lease agreement, Resident remains legally bound to fulfill the terms of said verbal renewed lease. However, Resident does have the option to find a new tenant, at his or her own expense, as described in section #8c above.

25. Landlord requires at least 30 days advance written notice, on or before the 1st day of the month, to Terminate your Lease Agreement. Notify Landlord at least 3 weeks in advance to schedule a "Move-Out Inspection" contact Janet & Delbert Wilks at: wilksapts@yahoo.com, Fax 785-579-5040 or text **Only** 785-317-4701. This is a very busy time of year and the appointment schedule fills up fast. Please plan ahead (*1st Come 1st Served*). We require that all maintenance repairs be completed before you schedule your move-out appointment. Please allow us at least 30 days to address any of these issues. If these requirements are not met your appointment will have to be re-scheduled and there will be a re-scheduling fee of **\$40.00**. The apartment must be clean, empty of all personal belongs and **ALL** utilities still on with the thermostat set at 70 degrees during your "Move-Out Inspection".

26. RENT & CORRESPONDENCE:

ALL RENT PAYMENTS SHOULD BE SENT TO: Delbert Wilks, P.O. Box 476, Junction City, KS 66441

ALL LATE, NSF FEES & DEPOSITS SHOULD BE SENT TO: Janet Wilks, P.O. Box 476, Junction City, KS 66441

Mailing your rent payment to any other address may result in your payment being late. Rent payments will only be accepted in the form of one check or money order. **PARTIAL PAYMENTS WILL NOT BE ACCEPTED AND WILL BE RETURNED TO TENANTS WHICH COULD RESULT IN LATE FEES!** A late penalty of **10%** of your late monthly payment plus **\$5.00** per day will be assessed if your payment is late! (*Received after the 5th of the month*)

ALL MAINTENANCE ISSUES SHOULD BE DIRECTED TO: Delbert & Janet Wilks 785-556-2014

ALL CORRESPONDENCE SHOULD BE SENT TO: wilksapts@yahoo.com
Text Message **ONLY** 785-317-4701
P.O. Box 476, Junction City, KS 66441

THIS IS INTENDED TO BE A LEAGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. This lease contains all the agreements between the parties herein and any agreements not contained herein shall not be binding. Resident acknowledges a receipt of a copy of this lease. **This lease agreement is copyrighted by Wilks Properties and protected by the U.S. Copyright Laws. Unauthorized use of this lease carries fines and imprisonment under the U.S. Copyright Laws.**

Executed in multiple originals this _____ day of _____, _____.

Owner / Agent
P.O. Box 476
Junction City, Kansas 66441-0476
wilksapts@yahoo.com
Fax: 785-579-5040
Text ONLY: 785-317-4701

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature