

KANSAS LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

_____ ("Landlord"), with a mailing address of:

AND

TENANT(S):

_____ ("Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

The Premises includes the following furniture/appliances (if any):

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** The lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party providing at least thirty (30) days' written notice to the other party, pursuant to K.S.A. 58-2570.

III. RENT

The Tenant shall pay to the Landlord the sum of \$ _____ per month as Rent. Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Rent payments shall be sent to the following address (if different from Landlord's address above):

IV. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid by the _____ day of the month, Tenant shall pay a late fee of \$ _____ .

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant shall pay Landlord a returned check fee of \$ _____ (not to exceed \$30.00 pursuant to K.S.A. 60-2610).

V. SECURITY DEPOSIT

Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ _____ as a Security Deposit.

Statutory Limit (K.S.A. 58-2550):

1. If the Premises are unfurnished, the Security Deposit may not exceed one month's rent.
2. If the Premises are furnished, the Security Deposit may not exceed one and one-half month's rent.
3. If pets are permitted, an additional security deposit not exceeding one-half of one month's rent may be charged.

Return of Deposit: Pursuant to K.S.A. 58-2550(b), upon termination of the tenancy, property, or money held by the Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Tenant's noncompliance with K.S.A. 58-2555 and the terms of this Agreement. The balance of the security deposit shall be refunded to the Tenant within thirty (30) days after the determination of the amount of such expenses and damages, or within thirty (30) days after the lease termination and delivery of possession to the Landlord, whichever occurs last.

VI. INVENTORY AND CONDITION OF PREMISES

Mandatory Move-In Inspection (K.S.A. 58-2548): Within five (5) days of the initial date of occupancy, or upon delivery of possession, the Landlord and Tenant shall jointly inventory the Premises. A written record detailing the condition of the Premises and any furnishings or appliances provided shall be signed by both parties. A copy of this signed inventory shall be kept by both the Landlord and the Tenant.

VII. USE OF PREMISES AND OCCUPANTS

The Premises shall be used and occupied by the Tenant(s) and the following minor children/dependents exclusively as a private single-family residence:

No other persons shall occupy the Premises without the Landlord's prior written consent. Guest stays exceeding _____ days require Landlord approval.

VIII. UTILITIES AND SERVICES

The parties agree to be responsible for the following utilities and services:

Electricity:

☐ Landlord ☐ Tenant

Gas/Heat:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

IX. PETS

☐ **NO PETS ALLOWED.** Tenant shall not keep any animal or pet on the Premises without the

prior written approval of the Landlord.

☐ **PETS ALLOWED.** Tenant is permitted to keep the following pet(s):

X. RIGHT OF ENTRY

Pursuant to K.S.A. 58-2557, the Landlord shall have the right to enter the Premises at reasonable hours, after reasonable notice (customarily 24 hours), to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. In case of an extreme hazard involving potential loss of life or severe property damage, the Landlord may enter the Premises without the consent of the Tenant.

XI. MAINTENANCE AND REPAIR

Landlord's Duties (K.S.A. 58-2553): Landlord shall comply with the requirements of applicable building and housing codes materially affecting health and safety; maintain all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities in good and safe working order; and supply running water and reasonable amounts of hot water and heat.

Tenant's Duties (K.S.A. 58-2555): Tenant shall keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permits; remove all ashes, garbage, rubbish, and other waste in a clean and safe manner; keep all plumbing fixtures as clean as their condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances; and not deliberately or

negligently destroy, deface, damage, impair, or remove any part of the Premises.

XII. DEFAULT AND TERMINATION

Failure to Pay Rent: If Rent is unpaid when due, Landlord may deliver a written notice to Tenant specifying that the lease will terminate three (3) days after receipt of the notice unless the Rent is paid within that period (K.S.A. 58-2508). If the tenancy is for a period of less than three months, the notice period is three (3) days (K.S.A. 58-2507).

Non-Compliance: If there is a material noncompliance by the Tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 materially affecting health and safety, the 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 a date not less than thirty (30) days after receipt of the notice, if the breach is not remedied in fourteen (14) days (K.S.A. 58-2564).

XIII. REQUIRED DISCLOSURES

1. Disclosure of Ownership and Management (K.S.A. 58-2551):

The following person is authorized to manage the Premises:

Name: _____

Address: _____

The following person is the owner or is authorized to act on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands:

Name: _____

Address: _____

2. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Check one:

☐ The Premises was built prior to 1978. Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family from Lead in Your Home."

☐ The Premises was built in 1978 or later.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, specifically the Kansas Residential Landlord and Tenant Act (K.S.A. Chapter 58, Article 25).

XV. ADDITIONAL TERMS AND CONDITIONS

The following additional terms apply to this Agreement:

XVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

XVII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of Kansas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 20____ by

(Landlord) and

(Tenant).

Signature of Notary Public: _____

(Seal, if any)

My Appointment Expires: _____ day of _____, 20____