



Lease Agreement

MCKEE PROPERTIES LLC

520 South 4th Street

Leavenworth, Kansas, 66048

This LEASE AGREEMENT made this _____, by and between Robert Meara (hereinafter called "Property Manager") and _____, _____ HEREINAFTER CALLED "TENANT").

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

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

3. RENT. TENANT agrees to pay to the Property Manager 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 using our Online Rent Payment System "Paylease/ Zego" which can be found and set up on our website:

<https://www.mckeepropertyllc.com/pay-your-rent-online>, Or with Prior Consent from the Property Manager, you may make payment in the form of a Check or Money Order made payable to McKee Properties LLC, "Please note that the Initial Payment for first month's rent Must Be A Separate Transaction from, and cannot be included as part of the Security Deposit Transaction. The Security Deposit and if applicable, Pet deposit Can be submitted together in a single transaction." You may also drop payment off in person during business hours Or leave payment in our secure after hours drop box which is located at the front entrance of our Main Office building to the left of the front door.

4. LATE CHARGE. Rent is due and payable on the first of each month, therefore, initiated Online via Paylease/ Zego by the first of each month. If 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 Property Manager shall be entitled to collect from TENANT an additional charge of \$50. Each day late after the sixth of the month the Property Manager will be entitled to collect from TENANT an additional \$10 per day. If a check for rent is returned to Property Manager for insufficient funds or any other reason, said late charge will continue until rent is actually paid by TENANT. There will be a \$50.00 service charge for all returned checks/ Insufficient funds, plus any other costs incurred by the Property Manager.

5. SECURITY DEPOSIT. In addition to the rental payments herein, the TENANT agrees to deposit with Property Manager the sum of \$_____, as a security deposit prior to occupancy of the PREMISES. The security deposit shall be made payable to McKee Properties LLC in the form of a Personal Check, Or initiated and paid online using our online rent payment system "Paylease/ Zego" The security deposit shall be held by Property Manager as security for TENANTS performance of this Agreement, and against any damages caused by TENANTS, his /her family and guests to the PREMISES or any other part of the property managed by the Agent. TENANT understands and agrees the security deposit does not relieve the TENANT 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, Property Manager shall return the security deposit to TENANT, less any deduction from it on account of amounts owed by TENANT to Property Manager, as authorized by law, together with a written itemization of such amounts, to TENANT.

6. USE OF PREMISES. TENANT agrees to use the PREMISES only as a residence. TENANT shall not alter or make additions to the PREMISES, its painting, or its fixtures and appliances, without Property Managers written consent. TENANT 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. TENANT represents that his/her family consists of ____ adult(s) and ____child(ren), ages: ____ ____ ____ years old and agrees and represents that the PREMISES shall not be occupied by anyone other than the TENANT and herein mentioned family members.

7. PETS/ PET DEPOSIT. TENANT represents that he/she is the owner of the following pet(s):
_____ weight of each pet: ____ lbs., ____ lbs., ____ lbs. TENANT agrees to deposit with Property Manager, The Amount of ½ "one half" of 1 Months' Rent as pet deposit

prior to occupancy of the PREMISES. Pet Deposit Amount Due: \$_____ 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 TENANT's pets shall be returned to the TENANT within one month following termination of this Lease. TENANT agrees that \$100 of the pet deposit MAY be retained by management for professional extermination to be performed IF DEEMED NECESSARY and IF REQUESTED By The Property Manager.

8. REPAIRS AND MAINTENANCE. The TENANT 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. TENANT shall NOT be responsible for reasonable wear, tear and damage by fire, not caused by their appliances, or storms. (a). TENANT agrees to be responsible for all minor maintenance and repair to PREMISES. The Property Manager shall be responsible for all major maintenance or repair of the PREMISES. The term "major maintenance and repair" shall mean any maintenance or repair or replacement which exceeds \$50 in cost. Property Manager is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond Property Managers control. (b). TENANT 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. Lawn will be fertilized on a regular basis and watered to maintain a green color during the Summer months. TENANT 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, TENANT has (1) week to comply. After one week, Property Manager will contract to have yard mowed or landscaping cleaned at TENANT's expense. TENANT 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. TENANT shall be responsible for payment of all utilities now in use in connection with the PREMISES or hereafter installed and shall hold Property Manager harmless against any and all claims for the nonpayment thereof. IT IS THE RESPONSIBILITY OF THE TENANT TO ARRANGE AND COORDINATE WITH EACH UTILITY COMPANY SO THAT SERVICES ARE NOT OFF WHEN YOU ARRIVE AT YOUR NEW RESIDENCE.

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

(a). If the TENANT 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 TENANT 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.

(c). In the event TENANT is Command General Staff Student or SAMS student, prorated rent at termination of lease will not be prorated earlier than graduation day.

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

12. If TENANT is not a member of the United States Armed Forces, the TENANT 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 will not be permitted.

14. DEFAULT. If TENANT shall fail to pay rent or any other sum to Property Manager 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, Property Manager may terminate this Agreement in accordance with the principles of law, bring action for dispossession of TENANT 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 TENANT breaches the agreement by abandonment during the term of the Lease, then in such event, the TENANT shall automatically forfeit his/her security deposit to the Property Manager 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 vacating PREMISES for any reason.

15. RIGHT OF ENTRY. Property Manager upon giving at least twelve (12) hours advance notice to TENANT 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. TENANT 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. TENANT shall have no authority to make alterations to the PREMISES or to incur any debt or make any charge against the Property Manager, or create any lien upon the leased PREMISES for any work done or materials furnished without the express written consent of the Property Manager.

17. ASSIGNMENT OR SUBLETTING. TENANT shall not assign or sublet the PREMISES during the term of this Agreement without the prior written consent of the Property Manager.

18. PLACE OF PAYMENT AND NOTICE. Any payments required by TENANT hereunder, shall be initiated via the online rent payment system Paylease/ Zego. Any notice required to be given by TENANT hereunder, shall be given to Property Manager at the following address:

MCKEE PROPERTIES LLC, 520 South 4th Street. Leavenworth, KS, 66048 (913)-240-5153 Email: robert@mckeepropertyllc.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 Property Manager of, or the failure of Property Manager 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 Property Manager shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this Agreement, other than the failure of TENANT to pay the particular rental so accepted, regardless of Property Manager's knowledge of such preceding breach at the time of acceptance of such rent.

22. INSURANCE. TENANT 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. TENANT pet owner 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). TENANT 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). TENANT is responsible for ensuring smoke alarms and carbon monoxide detectors are present and working in the home.

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

(d). PROPERTY MUST BE THOROUGHLY CLEANED, and carpets MUST BE PROFESSIONALLY DEEP CLEANED by our preferred vendor: Ducks Carpet Cleaning (913) 913-549-6558 prior to vacating the property. \$750 dollars of the deposit will be retained by McKee Properties LLC for carpet cleaning if this is not completed and proof of receipt available.

(e). This home is a NON-SMOKING area and any damage due to smoking to paint, carpet, flooring etc. will be the responsibility of the TENANT.

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

_____ TENANT(s) Signature(s)

_____ TENANT(s) Print

_____ Property Manager

_____ Property Managers Signature

E-mail: _____

Phone Number: _____