

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (sometimes hereinafter referred to as "Agreement") is made and entered into on **8/16/2021** by and between:

POINT GUARD MANAGEMENT, LLC, a Kansas limited liability company (Business Entity ID# 7626005) with principal offices at 930 W. Douglas Ave., Suite H, Wichita, Kansas 67203, on behalf of and as agent for property owner(s) hereinafter referred to as

"LANDLORD"

██████████

████████████████████ hereinafter referred to as
"TENANT"

WITNESSETH, that:

WHEREAS, LANDLORD is a property management company working on behalf of and as an agent for owner of the residential rental property leased pursuant to this Agreement; and

WHEREAS, LANDLORD and TENANT wish to memorialize in writing the terms and conditions of TENANT's residency on the property.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Residential Lease.** This is a residential lease subject to the laws of the State of Kansas. POINT GUARD MANAGEMENT, LLC, is not the owner of the property but rather is acting on behalf of the owner of the property and as agent of the owner of the property in executing this Agreement. TENANT understands that all obligations under this Agreement are owed to both the owner of the property and to LANDLORD as agent for the owner of the property.
2. **Rental Property.** The following property is hereby leased to TENANT by LANDLORD pursuant to the terms and conditions hereinafter provided in this Lease Agreement.

817 W Cleveland Pratt, KS 67124

3. **Term.** The term of this Lease Agreement shall be for a period of 12 months beginning on Sunday, August 1, 2021, and ending on Sunday, July 31, 2022.
4. **Rent.** Total rent due on this Agreement is 7,500.00, payable in equal monthly installments of 625.00, on the 1st day of each month with the first monthly rent payment to be paid upon the execution date of this Agreement. TENANT may elect to sign up for autopay of the rent from TENANT's bank account. If TENANT decides to not sign up for autopay,

TENANT shall pay Twenty-Five Dollars (\$25.00) in addition to the original rent per month. By filling in the account number and routing number of the bank below TENANT elects rent autopay.

- a. _____
(Account Number)
- b. _____
(Routing Number)

Primary Account Holder:

Point Guard will set up the auto pay upon signing the lease if you have opted to use auto pay.

5. **Late Charges.** TENANT agrees to pay a late charge of Ten Dollars (\$10.00) per day if TENANT fails to pay the rent on time. There is no limit to the total of late charges. If TENANT owes the rent to the LANDLORD, the date of the payment will be the date postmarked on the letter. The mailing address for rent payment is as follows:

Point Guard Management, LLC
930 W. Douglas Ave., Suite H
Wichita, Kansas 67203

6. **TENANT Identification.** The following person(s) shall be financially liable for the rent and any obligations under this Lease Agreement. The subject Premises shall be used and occupied only as a private dwelling by the TENANT(s):

TENANT #1



TENANT #2

7. **Move-In Fee.** TENANT agrees to pay LANDLORD a move-in fee of --. This Agreement is not valid until the move-in fee is paid. If TENANT fails to pay the move-in fee within 24-hours of signing this Agreement, LANDLORD may find another person to fulfill this Agreement. The move-in fee is nonrefundable.
8. **Authorization for Background Check and Fee.** The TENANT authorizes LANDLORD prior to delivery of the possession of the leased Premises to effect a background check on TENANT. TENANT shall pay to LANDLORD Forty-Five Dollars (\$45) per background check fee. Background check fees are nonrefundable.
9. **Use of Premises.** The Premises shall be utilized as a residence. No part of the Premises shall be used at any time during the term of this Agreement by TENANT for the purpose of carrying on any business, profession or trade of any kind or for any purpose other than as a private residential dwelling. In home businesses may be allowed upon the written approval of LANDLORD. TENANT shall comply with any and all laws, ordinances, homeowners' association regulations (if applicable), rules and orders of any and all governmental and quasi-governmental authorities pertaining to the Premises.
10. **Renter's Insurance.** TENANT at TENANT's expense will purchase renter's insurance prior to taking possession and moving in the Premises. TENANT shall provide written verification to LANDLORD of the renter's insurance. The renter's insurance must cover a minimum of Five Thousand Dollars (\$5,000) of personal property and One Hundred Thousand Dollars (\$100,000) of personal liability coverage. LANDLORD shall be named as an additional insured. At TENANT's election, TENANT may sign up for renter's insurance through third party agencies of LANDLORD. To elect to sign up

for renter's insurance through third party agencies, TENANT shall check this box ☐ and visit LANDLORD's website at www.wichitaleasing.com/forms to fill out the insurance forms to be processed by the third party agency.

11. **No Assignment or Subleasing.** TENANT agrees that this Agreement shall not be assigned in whole or in part nor shall any portion of the Premises be sublet without the prior written consent of LANDLORD. Any assignment or subletting without LANDLORD's prior written consent shall be null and void and of no force and effect. LANDLORD may elect to accept rent directly from any assignee or subtenant but the acceptance of rent from an assignee or subtenant shall not constitute a release of the TENANT from the TENANT's liability under this Agreement. Any consent to subletting or assignment shall not constitute a waiver of the obligation of TENANT to obtain consent for any subsequent assignment or subletting and such consent shall not constitute a release of TENANT from TENANT's liability under this Agreement.

12. **Utilities.**

Electric	TENANT
Gas	TENANT
Water/Sewer	TENANT
Cable/Internet/Phone	TENANT
Trash	TENANT
Lawn	\$25/month fee NO LAWN FEE
Snow	TENANT
Seasonal Cleanings	OWNER

13. **Condition of Property.** TENANT hereby acknowledges that the Premises are in good condition. If there is anything about the condition of the Premises that is not good, TENANT agrees to inform LANDLORD within five (5) days of taking possession of the property. TENANT agrees that the failure to file any written notification of defects will be legally binding proof that the property is in good condition at the time of acceptance of occupancy.
14. **Maintenance by TENANT.** TENANT agrees to use the Premises in a careful manner and not to use or permit the use of any portion of the Premises for any purpose other than a priate single family residence. TENANT shall also comply with the following mandates and obligations:

Accept responsibility for any damages to the Premises including drapes and carpeting caused by the TENANT, the TENANT's family or the TENANT's guests.

To comply with all obligations imposed upon TENANT by the applicable building and housing codes which materially effect health and safety.

To keep the Premises clean and safe.

To remove all garbage and other waste from the interior and exterior of the Premises in a clean and safe manner.

To keep all plumbing fixtures in the Premises, or used by the TENANT, as clean as their condition permits. TENANT shall not allow any sanitary products, sweepings, rubbish, sand, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus from misuse shall be at the expense of TENANT including the cleaning of sewer lines. Cleaning or damage to the garbage disposal will be paid by the TENANT unless caused by a faulty device or normal wear and tear.

To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air condition, other facilities and appliances.

To conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors.

Do not use the property for any improper, illegal or immoral purposes.

To cause drugs or other illegal substances to be used, manufactured, sold, distributed within or from the Premises.

To be responsible for any destruction, defacement, damage, impairment, removal of any part of the Premises caused by an act or omission of the TENANT or by any person, animal or pet on the Premises at any time with the express or implied permission or consent of the TENANT.

To contact LANDLORD promptly regarding any damage due to natural disasters, weather or those repairs beyond the scope of this Agreement.

Do not obstruct the driveway, sidewalks, courts, entry ways, stairs or halls which shall be used for the purpose of ingress and egress.

Do not leave windows and doors in an open position during inclement weather.

Do not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.

Not to cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LANDLORD.

To promptly remove snow, ice and leaves from all walk ways and drive ways.

To deposit all trash in the trash bins provided by the trash company service in the Premises.

If TENANT fails to comply, the first occurrence will result in a warning; a second occurrence will result in a Fifty Dollar (\$50) fine; and a third occurrence will result in a One Hundred Dollar (\$100) fine and possibly eviction.

15. **Pets.** No animal, bird or other pets shall be brought on or kept on the Premises without the LANDLORD's prior written consent. If consent is obtained from LANDLORD, TENANT shall pay an additional fee to LANDLORD of Two Hundred Fifty Dollars (\$250). TENANT must all provide LANDLORD with proof of vaccinations for animals on the Premises. TENANT must keep all pets on a leash while on communal property and must be pick up all fecal matter on the property. LANDLORD has authority to deny pets. Damages from any pet authorized or unauthorized will be the sole liability of the TENANT and may be grounds for eviction.

***Pet Fee: \$250.00/per animal**

Yes ☐ No ☐

If yes, how many _____

16. **Lawn and Exterior Maintenance.**

If LANDLORD is responsible to maintain the lawn and exterior property then the following rules will apply:

Lawn care such as mowing the grass and cutting back brush and hedges shall be paid for and maintained by LANDLORD. It shall be the TENANT's responsibility to insure that the exterior of the property is kept clean at all times from rubbish, trash and personal property.

Outdoor furniture shall be stowed away in TENANT's premises when not in use.

TENANT must report any issues pertaining to the lawn and exterior care of the building by LANDLORD as soon as problems arise.

17. **Quiet Enjoyment.** TENANT shall be entitled to quiet enjoyment of the Premises. TENANT shall not use the Premises in such a way to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant.
18. **No Smoking.** The Premises are classified as a non-smoking residence. All TENANTS and guests will need to smoke outside and dispose properly of any cigarette or cigar butts. Any violation of this non-smoking covenant will result in fines and possible eviction. The TENANT will be responsible for any and all charges for any and all damages to the Premises occasioned by smoking in the dwelling.
19. **Repairs and Alterations.** Except as provided by law or as authorized by the prior written consent of LANDLORD, TENANT shall not make any repairs or alterations to the Premises including, but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty (20) pounds. If tenant alters, changes, or replaces (including re-keying) any locks on their units, they will be charged a \$75.00 penalty, and their locks will have to be changes back to the original provided at move in.
20. **Right of Entry and Inspection.** LANDLORD may enter, inspect and/or repair the Premises at any time in case of an emergency or suspected abandonment. LANDLORD shall provide twenty-four (24) hours advance notice and may enter for the purpose of showing the Premises during normal business hours to prospective renters, buyers, lenders or for smoke alarm inspections and other inspections. LANDLORD is permitted to make all alternations, repairs, and maintenance that in LANDLORD's judgment is necessary to make the Premises habitable.
21. **Waterbeds.** Waterbeds are prohibited on the Premises unless the LANDLORD provides to TENANT prior written consent for the installation of a waterbed.
22. **Vehicles.** TENANT agrees to park cars, trucks or motorcycles in the parking area designated for TENANT. TENANT agrees to have current registration and license plates on all vehicles. If LANDLORD finds TENANT's vehicles without these requirements, LANDLORD shall send TENANT a notice asking TENANT to comply within five (5) days. After five (5) days, LANDLORD will order the vehicle to be moved and TENANT will pay the towing expenses. TENANT agrees not to store a motor home, camper, trailer, boat or other recreational vehicle without the written permission of LANDLORD.
23. **Smoke Detectors.** LANDLORD has supplied smoke detectors in the Premises and explained to TENANT how detectors operate. TENANT is responsible for maintenance of the smoke detector and agrees to replace batteries as needed. TENANT agrees to advise LANDLORD immediately if any smoke detector fails to work for any reason other than a battery. TENANT agrees not to disconnect a smoke detector or allow anyone else to disconnect it. TENANT shall

be responsible for any injuries, damages or losses suffered because of someone disconnecting a smoke detector for any reason.

24. **Water/Moisture/Mold.** TENANT shall promptly notify LANDLORD in the event of the presence of any water, moisture, water leaks, water spillage including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit and faucets. TENANT shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. TENANT shall notify LANDLORD promptly. In the event mold of any type is observed within the Premises, upon notification from TENANT, LANDLORD shall promptly remediate and repair any water damage to the property caused by water, moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the property which occurs through no fault of TENANT. In the event of water damage or mold within the Premises occasioned by the negligence of TENANT, TENANT shall pay as additional rent all costs and expenses incurred by LANDLORD to remediate and repair such water damage or removal of mold.
25. **Bad Checks.** TENANT shall pay a Thirty Dollar (\$30) handling fee and will be assessed for each check returned for insufficient funds. If TENANT has two (2) checks returned, future check writing privileges may be revoked at the election of LANDLORD. Late charges shall also apply.
26. **Default.** Should TENANT fail to pay rent as it becomes due this Lease may be terminated in the sole discretion of LANDLORD by giving three (3) days written notice to TENANT which shall be considered as proper notice to TENANT. This three (3) day written notice period shall be calculated as three (3) twenty-four (24) hour periods. If notice is served by mail, then an additional two (2) days are allowed for the TENANT to pay rent. Should TENANT fail to comply with any term, provision or condition of this Agreement other than the payment of rent as prescribed in this Agreement, the LANDLORD shall give written notice to the TENANT of such default and TENANT shall have ten (10) days from the date of delivery of said notice to cure the default.
27. **Surrender Upon Termination.** In the event of termination of this Agreement, TENANT shall immediately give peaceful possession of the Premises to the LANDLORD and remove all of TENANT's property from the Premises leaving the Premises reasonably clean. If TENANT fails to surrender the Premises, the LANDLORD may, at LANDLORD's option, proceed to evict the TENANT by forcible entry and detainer bringing suit for the entire amount of the rent or take other action as provided by law for obtaining possession of the Premises or enforcing the covenants and conditions of this Agreement. If, after TENANT is ten (10) days in default for nonpayment of rent and has removed a substantial portion of TENANT's belongings from the Premises, the LANDLORD may assume that TENANT has abandoned the Premises and the remaining property, if any, may be disposed of in accordance with appropriate laws of the State.
28. **Vacate Notices/Renewals.** All vacate notices except for military transfers must be written and delivered to LANDLORD at least thirty (30) days prior to vacating the Premises. Military transfers must provide written notice fifteen (15) days prior to move out along with a copy of the transfer papers. Transfers or deployments must be longer than ninety (90) days. If the Rental Agreement has not expired, and becomes a month-to-month tenancy, TENANT is responsible for the entire balance under the Lease. If TENANT remains on the Premises after the expiration of the Agreement, the tenancy shall be month-to-month and the rent shall increase by Seventy-five Dollars (\$75) per month. If TENANT chooses to move out before the end of the Lease term, LANDLORD will incur cost which including, but are not limited to, the time and expense in finding and renting to a new tenant. Therefore, TENANT agrees to pay to LANDLORD an early move-out charge in the amount of three (3) times the TENANT's monthly rental amount not to exceed Two Thousand Five Hundred Dollars (\$2,500).
29. **Joint and Several Liability.** If there are two (2) TENANTS on the Agreement, the liability shall be joint and several meaning that LANDLORD may collect all of the rent from one TENANT.
30. **Successors and Assigns.** The covenants, agreements and obligations herein are binding upon the successors and assigns of the parties hereto.
31. **Entirety of Agreement.** This Agreement contains the entire understanding between the parties including all rights, duties, obligations and agreements. This Agreement may not be amended unless in writing signed by both parties.
32. **Non-waiver.** The failure of LANDLORD to insist upon the strict performance of any of the terms and conditions of this Agreement in one or more instances or to exercise any election as provided herein shall not constitute or be construed as a

waiver by LANDLORD of any such term or condition or an election for future instances.

33. **Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Kansas.
34. **Parking.** We regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
1. Has a flat tire or other condition rendering it inoperable; or
 2. is on jacks, blocks or has wheel(s) missing; or
 3. has no current license or no current inspection sticker; or
 4. takes up more than one parking space; or
 5. belongs to a resident or occupant who has surrendered or abandoned the apartment or has been judicially evicted; or
 6. is parked in a marked handicap space without the legally required handicap insignia; or
 7. is parked in space marked for manager or staff; or
 8. blocks another vehicle from exiting; or
 9. is parked in a fire lane or designated "no parking" area; or
 10. is parked in a space marked for other resident(s) or unit(s) or
 11. is parked on the grass, sidewalk, or patio; or
 12. blocks garbage trucks from access to a dumpster.
35. **Required Items.** Upon move in, we request the following items to be handled. Please initial next to each bullet point after you have read through the list. If one of the items does not apply to you, disregard.
- **Electricity-** Electric must be put in your name within 24 hours of moving in. All bills accrued that were not placed in your name will be billed back to you. The number for Evergy is: **1-800-383-1183**. [REDACTED]
 - **Gas-** Gas must be put in your name within 24 hours of moving in. All bills accrued that were not placed in your name will be billed back to you. The number for Kansas Gas is: **1-800-794-4780**. [REDACTED]
 - **Water-** Water must be put in your name within 24 hours of moving in. All bills accrued that were not placed in your name will be billed back to you. The number for Public Works is: **316-265-1300**. [REDACTED]
 - **Mail-** To retrieve your mail key, please take a copy of your lease to the nearest post office. They will provide you a copy of your key. [REDACTED]
 - **Auto Pay-** If you have signed up for auto pay, please allow 3-5 business days for your payment to clear via EFT. We do not accept credit/debit card payments on auto pay. If your payment has been reversed 3 times, you will automatically be removed from Auto Pay, and a fee will be charged to you for \$25 dollars per month.

POINT GUARD MANAGEMENT, LLC

By: Point Guard Management
Point Guard Management (Aug. 18, 2021 15:08 CDT)

“LANDLORD”



“TENANT”

Promotions-**All promotions will be null and void **if the full duration of lease is not fulfilled.

Charge Detail:

Prorated Rent – \$---

Full Month's Rent – \$625.00

Move-in Fee – \$--

Background Check Fee – \$---

Pet Fee – \$---












Lease agreement - 817 W Cleveland - 1

Final Audit Report

2021-08-18

Created: 2021-08-16
By: leasing@wichitaleasing.com
Status: Signed
Transaction ID: [REDACTED]

"Lease agreement - 817 W Cleveland - 1" History

-  Document created by leasing@wichitaleasing.com
2021-08-16 - 4:17:53 PM GMT- IP address: 52.15.113.31
-  Document emailed to [REDACTED] for signature
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2021-08-16 - 4:30:47 PM GMT- IP address: [REDACTED]
-  Document e-signed by [REDACTED]
Signature Date: 2021-08-16 - 4:34:40 PM GMT - Time Source: server- IP address: [REDACTED]
-  Email viewed by [REDACTED]
2021-08-18 - 1:36:29 AM GMT- IP address: [REDACTED]
-  Document e-signed by [REDACTED]
Signature Date: 2021-08-18 - 1:38:08 AM GMT - Time Source: server- IP address: [REDACTED]
-  Document emailed to Point Guard Managment (andrea@wichitaleasing.com) for signature
2021-08-18 - 1:38:10 AM GMT
-  Email viewed by Point Guard Managment (andrea@wichitaleasing.com)
2021-08-18 - 1:38:30 AM GMT- IP address: 52.8.170.242
-  Document e-signed by Point Guard Managment (andrea@wichitaleasing.com)
Signature Date: 2021-08-18 - 6:08:08 PM GMT - Time Source: server- IP address: 68.102.204.150
-  Agreement completed.
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