

RESIDENTIAL LEASE AGREEMENT

The Premises are offered without regard to race, color, religion, gender, national origin, ancestry, physical disability or handicap, or any other protected class or category.

This Agreement is entered into this 1st day of October 2021, by and between KANSAS STATE FAIRGROUNDS DBA. KANSAS STATE FAIR (collectively referred to as "Owner") and Tera Quick (referred to as "Lessee," whether one or more individuals). Owner may designate an Agent to carry out the duties stated in this Agreement, so long as Owner provides Lessee with contact information for Agent.

1. **CONTRACTED PREMISES:** The parties agree that Lessee shall rent from Owner the property located at 202 East 19th Ave. in Hutchinson, Kansas 67502 (hereinafter "Premises") to be used and occupied only by Lessee as a residence for Lessee, and for no other purposes, for the term of this Agreement.

2. **TERM OF CONTRACT:** This contract shall begin October 1st, 2021 and end at 11:59 p.m. September 30th, 2022. It is expressly understood that this Lease is for the entire term set forth above, and the fact that Lessee should no longer be a resident of the community in which the Premises are located, should be transferred (other than certain military transfers), should cease to be actively enrolled in a college in this community, or for any other reason be unable to continue to reside in the Premises, Lessee's responsibilities shall nonetheless continue for the entire term of the Lease. Lessee understands and acknowledges that Owner would suffer damages if this Lease is terminated prior to the expiration of its term. Lessee's liability is not limited to the amount of the security deposit but includes, and is not limited to, all unpaid installments of the Lease, re-rental commissions, advertising costs, cleanup costs, and repair costs in excess of the security deposit.

3. **RENT:** The total rent for the Premises shall be \$450 each month (\$5,400 term total), with payment to be made by Lessee to Owner, without demand, on the first day of each month. Lessee shall pay a \$30.00 late fee on rent payments received by Owner after the 1st of the month, with an additional \$5.00 accrued for each day that payment is late thereafter (for example, a payment made on the 4th day of the month would accrue a \$40.00 late fee). All payments shall be made to Owner at the following address: 2000 N Poplar St. In the event the payment is declined by the bank for insufficient funds, an additional fee of \$30.00, plus all applicable late fees, shall apply. A 10% carry-over fee shall be charged on all outstanding balances not paid on or before the last day of each month. If there is more than one Lessee, each individual Lessee shall be jointly and severally liable for the total rent due, including any fees, regardless of whether Lessee typically pays the rent in collective or individual payments. Owner may terminate the Lease if rent is unpaid when due and Lessee fails to pay rent within three (3) days after Owner delivers written notice of nonpayment and of Owner's intention to terminate the Lease if the rent is not paid within such three-day (3-day) period. If Owner's notice is sent only by mail, two (2) additional days from the date of mailing shall be allowed for Lessee to pay the unpaid rent and avoid having the Lease terminated.

4. **SECURITY DEPOSIT:** Upon execution of this Lease, Owner acknowledges receipt from Lessee(s) of a security deposit equal to one month's rent (\$0.00), which shall be held by Owner as security against loss from nonpayment of rent, breach of this Agreement, or any other material breach of the terms or conditions of this Lease by Lessee. The security deposit shall be refunded to Lessee, or to multiple Lessees who were identified at the time of move-in as making such payment, within thirty (30) days after the expiration of this Lease, less any damages for nonpayment of rent, breach of this Agreement, or damage to the Premises. To receive this refund, Lessee(s) must follow proper move-out procedures and provide Owner with a forwarding address(es) in writing. The security deposit is not any part of the rent due under this Lease and consequently cannot be applied to the final month's rent. This security deposit shall be held without any duty to pay interest and shall be held in accordance with the Residential Landlord/Tenant Act, K.S.A. 58-2540 *et seq.*

5. **PETS/PET DEPOSIT:** Lessee shall not keep or allow on the Premises any pet or other animal without Owner's prior written approval. If Owner permits a pet or animal to be kept on the Premises (one pet maximum), Lessee shall pay an additional \$25/month in rent, subject to the terms in Paragraph 3.

Lessee shall not keep or allow on the Premises, or ask Owner to allow on the Premises, any animal that is not permitted as a pet within the State of Kansas, Riley County, or City of Manhattan, or any dog that has been determined to be dangerous by a governmental entity.

6. **SEVERALTY:** In the event the Premises are rented to more than one individual, each of them shall be JOINTLY AND SEVERALLY LIABLE for the payment of rent and performance of the other terms and conditions of this Lease. Joint and several liability means that, although all Lessees are jointly liable for rent, fees, or other monies due under this Lease, Owner may recover from any individual Lessee the full balance of such charges. Any individual Lessee may be held liable for the actions of any other Lessee and, accordingly, must exercise responsibility to see that co-Lessee(s) act in compliance with this Agreement. If this paragraph is invoked, the Lessee who pays Owner may choose to seek contribution from other Lessees, but such action will not involve Owner.

7. **UTILITIES:** Lessee shall maintain the following utilities at the Premises: electricity, gas (if Premises is so equipped), water and sewer service, and trash. Lessee shall pay for all deposits and utility bills required by this Agreement and additional services desired by Lessee, such as internet, phone, or cable TV. Utilities shall be in a Lessee's name on the date Lease begins and remain in a Lessee's name until Lease expiration. Lessee shall provide Owner with account numbers for each utility account. Lessee shall be responsible for removing Lessee's name from any utility accounts upon Lease expiration.

Electric: Account #5054719242 Gas: Acct. No. 510427646 1363426 64
City of Hutchinson Utility Bill: Account Number – Customer Number: 36986 - 21585

8. **PERSONAL PROPERTY OF OWNER:** The Premises includes the following items of personal property of Owner, which shall be deemed to be in working order unless Lessee gives written notice to Owner as described in Paragraph 10.

☒ Refrigerator ☒ Range/Oven ☐ Cooktop
☐ Microwave Oven ☐ Washer ☐ Dryer ☒ Dishwasher
☐ Other: _____

9. **DUTIES OF OWNER:** Except when prevented by an act of God, the failure of public utility services, or other conditions beyond Owner's control, Owner shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (b) exercise reasonable care in the maintenance of the common areas;
- (c) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning systems supplied or required to be supplied by Owner; and
- (d) supply running water, with reasonable amounts of hot water at all times, and reasonable heat, for so long as Lessee makes adequate payments to the water utility company and the gas and/or electric utility company (depending on the type of water heater and furnace) to keep such utilities running; and
- (e) not refuse access to Premises by a communication or cable television service recognized by the city of Manhattan and contracted with by a Lessee.

10. **CONDITION OF THE PREMISES:** Lessee accepts the Premises in the present condition, except for any conditions in violation of Kansas law. On the day of move-in, or on a date specified by Owner within five (5) days of move-in, Lessee and Owner shall jointly conduct an inventory/inspection of Premises and record any pre-existing conditions or damage to Premises or appliances. If Owner waives his/her presence for such inventory/inspection, Lessee must note any pre-existing conditions or damage and provide written notice to Owner within five (5) days of move-in. Failure to do so may result in Lessee paying for repairs of

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conditions existing at the time of move-in. Owner shall sign the notice and return a copy to Lessee after making any appropriate inspection desired.

11. **DUTIES OF THE LESSEE:** Lessee agrees to keep and maintain the Premises in good and clean condition and to make no alterations or additions thereto without the prior written consent of Owner. Lessee agrees to promptly report any need for repair to the Premises or appliances to Owner. Lessee shall be responsible to pay the costs of repairs for damage caused by acts or omissions of Lessee or by any person or animal on the Premises at any time with the express or implied consent of Lessee. Owner shall invoice Lessee for any charges, including a reasonable charge for management overhead, labor and replacement costs of any items damaged (other than normal wear and tear). If the invoice is presented to Lessee at least five (5) days before the due date of a rent payment, it shall be due with that rent payment; otherwise, it will be due five (5) days after it is presented or upon termination of the Lease, whichever is sooner. Failure by the Lessee to timely pay the invoice will be treated as failure to timely pay rent, with consequences as detailed in this Lease. Lessee shall not incur expenses for repairs, or deduct such expenses from the rent payment, unless such is authorized in writing by Owner.

Lessee agrees to do the following:

- (a) Remove from the Premises and grounds all rubbish, garbage, animal droppings, and other waste in a clean and safe manner;
- (b) keep the parts of the Premises occupied and used by Lessee as clean and safe as their condition permits;
- (c) keep all plumbing fixtures in Premises as clean as their condition permits and remove plumbing clogs from sink drains, tub drains, and toilets;
- (d) not store personal property on the grounds or in common hallways or store personal property other than vehicles in the parking lots;
- (e) use all electrical, gas, plumbing, sanitary, heating, ventilation, and air conditioning systems, appliances, and fixtures in a safe and reasonable manner;
- (f) be responsible for any destruction, defacement, damage, impairment, or removal of any part of the Premises caused by an act or omission by Lessee or by any person or animal on the Premises at any time with the express or implied consent of Lessee;
- (g) not engage in conduct, or allow any person or animal on the Premises at any time with the express or implied consent of Lessee to engage in conduct, that will disturb the quiet and peaceful enjoyment of the Premises by other tenants;
- (h) obey all laws of the United States, the State of Kansas, and the ordinances of Riley County and the City of Manhattan, Kansas. In the event Lessee or any family member, invitee, or guest of Lessee is convicted or diverted for a criminal offense occurring in or around the Premises, Owner shall have the right to terminate this Lease immediately. Violation of this paragraph shall not only be a breach of the Lease, but, in addition, Lessee agrees to reimburse Owner for any damages Owner suffers by reason of such violations;
- (i) maintain the thermostat at a minimum of 55 degrees Fahrenheit when outdoor temperature may drop to freezing or below;
- (j) not smoke, or allow any other person to smoke, inside the Premises at any time;
- (k) change the furnace filter every 3 months or more frequently;



- (l) replace batteries in smoke detectors or carbon monoxide detectors as needed. Lessee shall not remove smoke detectors or carbon monoxide detectors or batteries therefrom;
- (m) disconnect hoses or other attachments from outside water faucets when outdoor temperature may drop to freezing or below;
- (n) purchase light bulbs and change light bulbs within their apartment and immediately outside their door in common hallways within their building; and
- (o) pay a \$25 fee to Owner if an additional copy of the Lease is desired after each Lessee has been provided a copy.

If there is a material noncompliance by Lessee with the Lease (other than non-payment of rent), or a noncompliance with duties that materially affect health or safety, Owner may deliver a written notice to Lessee specifying the acts and omissions constituting the breach and stating that the Lease will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days. The Lease shall terminate as provided in the notice, except that if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the Lease will not terminate for the breach, pursuant to the provisions of K.S.A. 58-2564.

12. **SUBLEASING:** Lessee shall not sublease without the prior written approval of Owner. If subleasing is approved, Lessee shall remain responsible for payment of rent and utilities until expiration of this Lease. A one-time, \$100.00 sublet fee must be paid to Owner prior to the sub-lessee occupying the Premises.

13. **LEASE TERMINATION AFTER TERM:** This Lease shall automatically terminate at the end of the term identified herein. Should Lessee wish to sign a new Lease for another year, Lessee shall notify Owner of such intention to sign a new Lease by September 7th, 2022. Lessee understands that this Lease terminates at 11:59 P.M. on the last day of the Lease. In the absence of a new Lease, Lessee shall vacate the Premises by the termination date and time without further notice from Owner. Any unauthorized holdover by Lessee shall be deemed a month-to-month tenancy. The holdover Lessee shall be liable to the Owner for 1½ months' rent or 1½ times the actual damages suffered by Owner, whichever is greater.

14. **NONLIABILITY OF OWNER; RENTER'S INSURANCE:** Except to the extent caused by Owner's willful action or negligence, Owner shall not be liable for damages, injury to persons, or loss of property of Lessee or of Lessee's family members, invitees, and guests, caused by any act or omission including, but not limited to, criminal acts, fire, water, rain, acts of God, interruption of utilities and such similar reasons. Lessee shall hold Owner harmless for any such damage, injury, or loss. Lessee agrees that Lessee has been advised by Owner to secure renter's insurance forth above and similar losses, including personal liability insurance.

Regardless of renter's insurance, Lessee shall notify owner in writing of any significant injury to Lessee, or persons on the Premises or common areas with the express or implied consent of Lessee, and of any significant damage to such person's personal property, as soon as reasonably possible but not later than five (5) days after the event.

15. **RIGHT OF ENTRY AND INSPECTION:** Owner reserves the right at all times to enter the Premises in case of emergency. Owner reserves the right at all reasonable times, and upon reasonable notice (either orally or written), to enter the Premises to make inspections, repairs, improvements; to supply necessary or requested services; to show the Premises to prospective or actual purchasers, tenants, workmen, or contractors; or to correct any breach of the Lease or Rules and Regulations. If an inspection is required by a governmental agency, Lessee shall allow governmental officials to enter the Premises to make inspections. If Lessee notifies Owner of necessary repairs, Owner shall have the right to enter the Premises at any time for the purpose of making such repairs without further notification to Lessee. Lessee shall not change or add locks without prior written permission from Owner.



16. **DEFAULT:** If Lessee defaults in the payment of rent, abandons the Premises, or violates any other term of this Lease, Owner may, after giving proper notice, take any action permitted in law or equity, including declaring this Lease terminated. If Lessee abandons Premises, Owner shall make reasonable attempts to lease it to another at a fair rental and if it is leased before the expiration of this Lease, this Lease is deemed terminated as of the date the new tenancy begins. Owner may charge Lessee for any deficiencies and costs related thereto. Lessee's absence from the Premises for more than seven (7) consecutive days while any portion of rent is delinquent by ten (10) days shall give Owner the right to declare the Premises abandoned. Owner shall have the right to institute a forcible entry and detainer action in the proper Court, obtain a writ of restitution, and pursue all other remedies allowed by law.

17. **CARPET CLEANING:** Lessee shall have carpets professionally cleaned prior to move out, after all personal belongings have been removed. Lessee shall provide to Owner written proof showing the date on which the carpets were cleaned by a professional carpet cleaning company. If Lessee fails to have carpets professionally cleaned, fails to provide written proof of such, or if the carpets are cleaned unsatisfactorily, Owner may professionally clean or replace the carpets upon Lessee's vacating the Premises and charge Lessee accordingly. Cleaning of the carpets with a Rug Doctor™ or similar machine is not acceptable.

18. **PESTS AND INFESTATIONS:** Lessee acknowledges that the Premises are free from all pests and infestations upon move-in, unless noted otherwise on the Move-In/Move-Out Form. Lessee shall maintain the Premises free of pests and infestations. If extermination for any type of pest or infestation becomes necessary, the costs thereof will be assessed to Lessee both for Lessee's unit and for any spread to adjoining units. Routine spraying of Lessee's unit for spiders, ants, and other common bugs shall be the responsibility of Lessee.

19. **NOTIFICATIONS TO OWNER:** Lessee shall notify Owner of any anticipated extended absence from the Premises of more than seven (7) days no later than the first day of the absence. Lessee shall notify Owner promptly of any damage to the Premises or common areas caused by Lessee or Lessee's invitees, family, or animals, or any other damage of which Lessee has knowledge. Lessee shall immediately report to Owner and local law enforcement any criminal act causing damage to the Premises. Lessees shall use the following contact information to reach Owner or Agent:

Notices required by this Lease Agreement: _____

Requests for repairs: Nathan L. McClanahan/Facility Rental Coordinator

To report emergencies: Nathan L. McClanahan/Facility Rental Coordinator

Address for Rent payments: 2000 N. Poplar St., Hutchinson, KS 67502

20. **MOVE OUT:** It is the responsibility of Lessee to schedule a move-out inspection with Owner prior to moving out. All Lessees must be present for the move-out inspection. Prior to the move-out inspection, all carpet cleaning shall be completed and all Lessees shall have removed their belongings from the Premises. If the Premises are NOT ready to be inspected at the time of the scheduled appointment (all furniture removed, all keys returned, and unit cleaned and empty), a \$50.00 re-inspection fee will be assessed to each Lessee.

21. **ABANDONED PROPERTY:** Unless otherwise agree to in writing by Owner, if Lessee leaves personal property in Premises or in any storage space or on the grounds after abandoning or surrendering possession of Premises, or after being removed from Premises pursuant to a forcible detainer action, Owner may take possession of the property, store it at Lessee's expense, and sell or otherwise dispose of the property thirty (30) days after taking possession of it, if Owner gives notice according to K.S.A. 58-2565. During this time, Lessee may redeem the property upon payment to Owner (from any remaining security deposit and/or by reimbursement), of all amounts due for rent, fees, or otherwise and for the reasonable expenses incurred by Owner in taking, storing, and preparing the property for sale.

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22. **RULES AND REGULATIONS:** Lessee shall comply with and be bound by the Rules and Regulations attached hereto as "Exhibit A" and incorporated herein by reference. The Rules and Regulations shall be considered terms and conditions of this Lease.

Owner may modify and amend the Rules and Regulations, at Owner's sole discretion, provided that any amendment shall not take effect until after fourteen (14) days written notice has been given to Lessee. If the amendment of a Rule or Regulation effects a substantial modification of the Lease, it shall not be enforceable against Lessee unless Lessee consents in writing. K.S.A. 58-2556.

23. **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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

The Premises were built ☐ before 1978 or ☐ after 1978, and

(a) ☒ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. OR

☐ Owner knows of the following lead-based paint and/or lead-based paint hazards in the Premises: _____

(b) ☒ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. OR

☐ Owner has provided Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Premises, as follows: _____

By signing this Lease, Lessee acknowledges that Lessee has received copies of all information listed above and a copy of the pamphlet, "Protect Your Family from Lead in Your Home," published by the United States Environmental Protection Agency.

24. **SEVERABILITY AND ENTIRE AGREEMENT:** This Lease is subject to the Kansas Landlord/Tenant Act, and its provisions should be construed in the light of that Act, except as modified herein. In the event any provision of this Lease shall be held invalid, such provision shall be deemed severed from this Lease without affecting the validity of the remaining provisions. This Lease shall be binding on the heirs, administrators, executors and assigns of the parties and constitutes the entire agreement between the parties. No oral agreements or representations shall be binding on either party.

25. **ASSIGNMENT OF LEASE:** Owner reserves the right to assign the Lease, should ownership of the Premises change.

26. **REPRESENTATIONS ON RENTAL APPLICATION:** This Lease is granted on condition of the accuracy, completeness, and truthfulness of the information provided by Lessee on the rental application. If a failure to disclose, or a lack of truthfulness, of material information on the application is discovered, Owner may deem Lessee in breach of the Lease and may terminate the Lease.

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27. **ACKNOWLEDGMENT:** THIS IS A LEGALLY BINDING CONTRACT. DO NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTAND IT. LESSEE HEREBY ACKNOWLEDGES HAVING READ THIS LEASE AND THE RULES AND REGULATIONS. LESSEE AFFIRMS THAT LESSEE WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. LESSEE ACKNOWLEDGES THAT THIS LEASE IS LEGALLY ENFORCEABLE AGAINST LESSEE AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. THIS LEASE CONTAINS ALL AGREEMENTS BETWEEN THE PARTIES HEREIN AND ANY AGREEMENTS NOT CONTAINED HEREIN SHALL NOT BE BINDING. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

IN WITNESS HEREOF, the parties have executed this Lease on this, the 4th day of October 2021.

Owner/Agent's Signature: _____

Print Name: _____

Lessee's Signature: _____

Print Name: _____

Lessee's Signature: _____

Print Name: _____

Lessee's Signature: _____

Print Name: _____

Lessee's Signature: _____

Print Name: _____



Jennifer Galloway

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