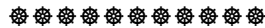




## Lease Agreement for Manufactured Home Rental



By this Rental Agreement made and entered into on \_\_\_\_\_, 20\_\_\_\_\_, between Pauley Kids Corp. d/b/a Redbud Estates herein referred to as Owner or Landlord, and \_\_\_\_\_, herein referred to as Tenant, Lessee, or Occupant Owner agrees to enter into this Rental Agreement with Tenant, for a Manufactured Home located at Redbud Estates, in the City of Manhattan, County of Riley, State of Kansas, and more particularly described as follows: Manufactured home located at \_\_\_\_\_ Redbud Estates.

***\*Please note that the Rules and Regulations within this agreement have been established for the mutual convenience and benefit of all residents. Only if each individual resident observes these rules and regulations faithfully can we maintain the quiet, orderly, safe and enjoyable atmosphere that they were designed to provide. The management of this community offers equal housing opportunities. We do business in accordance with the Federal Fair Housing law and will not discriminate against any person because of race, color, religion, sex, national origin or any other protected status.***

- LEASE TERM.** Tenant agrees to pay, without demand, to Owner as rent for the demised premises the sum of \$\_\_\_\_\_per month, in advance on the \_\_\_\_\_ day of each calendar month in one single payment beginning\_\_\_\_\_, 20\_\_\_\_\_, and each month thereafter for no less than (6) six months. At the expiration of (6) six months, this rental agreement will continue on a month-to-month basis. If at any time after the expiration of (6) full months the Tenant wishes to terminate this agreement, a written (30) thirty day notice shall be delivered to Landlord. Tenant must insure such notice is thirty (30) days prior to a monthly rent-paying date (the first of the month).**Resident's initials:**\_\_\_\_\_
- RENTAL PAYMENTS.** Rent is due and payable in the form of a personal check, cashier's check, money order, or credit & debit cards on the first day of each month. Cash payments are discouraged, but accepted if no other form is available. Payments shall be made at the office during normal business hours. Rent payments become delinquent on the seventh day of each month. A \$40.00 late payment charge will be assessed after 5:00pm on the \_\_\_\_\_ of each month. Checks returned by the bank for insufficient funds will not be tolerated. A charge of \$30.00 will be made on all returned items plus any additional charges charged to Redbud Estates and late charges will be assessed. Money orders, credit card, cash or cashier's checks only will be accepted in replacement of returned checks. Payments made will first be applied to the oldest invoices on the account, which could result in a late fee on the rent portion of the balance if not paid in full. Following the original six (6) month term, the lease will be considered month-to month. The last month's rent will not be prorated. **Resident's initials:**\_\_\_\_\_

3. **WATER/SEWER PAYMENT.** Water utilities are the responsibility of the tenant and payable on the same schedule of rental payments. Water utility bills will be billed through the Redbud Estates office on a monthly basis. Water utility payments become delinquent on the seventh day of the month. A late fee of 1% of the total utility bill will be assessed after 5PM on the \_\_\_\_\_ of each month. **Resident's initials:** \_\_\_\_\_
4. **SECURITY DEPOSIT.** On the execution of this Rental Agreement, Tenant deposits with Owner \$\_\_\_\_\_, as security for the faithful performance by Tenant of the term hereof, to be returned to Tenant, without interest, on the full and faithful performance by Tenant of the provisions hereof. **Resident's initials:** \_\_\_\_\_
5. **PET DEPOSIT.** On the execution of this Rental Agreement, Tenant deposits with Owner \$\_\_\_\_\_, as security for the faithful performance by Tenant of the term hereof, to be returned to Tenant, without interest, on the full and faithful performance by Tenant of the provisions hereof. **Resident's initials:** \_\_\_\_\_
6. **DEPOSIT RETURN.** Security deposits will be returned in full to Tenant provided Tenant leaves the home and premises in as good or better condition than at the time of the execution of this Rental Agreement and has caused no actual damage to the premises, having given Owner 30 days written notice to terminate prior to the expiration of the original or a renewal term thereof, and provided the Tenant has paid all rent due in full for the term of the Rental Agreement, that Tenant has paid in full all utilities and services due upon vacating the home, and Tenant has returned the inventory items listed, in good and acceptable condition. Under no circumstance will a security deposit be returned in the event of eviction. **Resident's initials:** \_\_\_\_\_
7. **RULES AND REGULATIONS.** It is expressly understood between the parties hereto, that the Rules and Regulations described in this Rental Agreement are made part of this agreement. Tenant will be offered a copy of this agreement, in which signature of compliance is required. If Tenant moves into the Owner's Park, Tenant is deemed to have agreed to comply with the Rules and Regulations. **Resident's initials:** \_\_\_\_\_
8. **OWNER RESPONSIBILITY.** Owner's Park is maintained as a private community. The streets and lanes are private and not public thoroughfares. Its Rules and Regulations are enforced in the interest of safety. When any limitations not found in this agreement are made, such information will be found posted in the Redbud Estates Park Office and such posting is made part of this Rental Agreement. **Resident's initials:** \_\_\_\_\_
9. **DEFAULT.** If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Rental Agreement, at the option of the Owner, shall terminate and be forfeited, and the Owner may re-enter the premises and remove all persons there from. If the item of default is nonpayment of rent, Tenant shall have three (3) days to cure such default. If the item of default is **other** than nonpayment of rent, Owner shall have the option to terminate the lease agreement entirely, having given at least 30 days notice in writing to tenant. If said breach could possibly be remedied by Tenant to the satisfaction of Owner, Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Rental Agreement shall not result if Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within 14 days of receipt, otherwise the Rental Agreement will terminate in 30 days of receipt and the Tenant will surrender the premises to the Owner, having removed all personal property from demised premises.

If a Tenant shall remain in possession of the premises after the termination of Tenant's Rental Agreement, without having notified the Owner of his acceptance of a renewal of the Rental Agreement, and without the Owner's consent, the Tenant shall pay to the Owner a sum, not to exceed one and a half times the monthly rent under the previous agreement, and computed and prorated for each day Tenant shall remain in possession. **Resident's initials:** \_\_\_\_\_

10. **OCCUPANCY.** All prospective residents must make written application and be approved before moving into the community. The application will be reviewed for income level, past and present credit, job stability, former landlord or rental reference and personal references. Every person approved, as an acceptable resident by management, will be given and expected to sign a copy of the Rental Agreement, which includes the Rules and Regulations. The Rental Agreement may be terminated by either party in accordance with the terms of the Rental Agreement. All adults living on the premises shall be registered on the Rental Agreement and, registered or not, shall be held jointly and severally liable for the rent due under this agreement, and the performance of the terms and conditions of the agreement. **Allowing unregistered tenants to live within your rented property for a period longer than two weeks is prohibited, and may be cause for eviction.** **Resident's initials:** \_\_\_\_\_
11. **PETS.** Any pets must have prior written consent from Landlord. **Prior to move in,** the Pet Application must be completed and approved. Pet Addendum to Rental Agreement must be completed and signed, and Pet Deposit must be paid in full. If a home is found to have unapproved pets, the Resident will be fined \$150.00 and will need to follow the procedure to have a pet approved. If the Resident refuses to comply with the rules regarding pets, Owner may pursue eviction. **Resident's initials:** \_\_\_\_\_
12. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or improvements to the premises without written approval from the Owner. This includes but is not limited to: painting, holes in walls other than small tack nails, installation of services such as alarm systems, and changing locks or adding deadbolt locks. Exterior alterations such as a fence, or garden requires written permission from Owner. A fence must be professionally installed. **Resident's initials:** \_\_\_\_\_
13. **SATELLITE DISHES, TV ANTENNAS AND OTHER VERTICAL ATTACHMENTS.** Satellite dishes are allowed only with permission from Management. A satellite dish must be professionally installed, on a pole in the yard toward the rear of the home, and never attached to the rental home. Also, the installer must run cable lines up through the floor, never through the siding. If you authorize the installer to damage our property, you will be charged for the damage. **Resident's initials:** \_\_\_\_\_
14. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the premises, except trash and basic cable that are provided by the Owner. Owner reserves the right to modify the services included with rent with prior notification to Tenant. Failure to maintain utility services in accordance with this agreement will be cause for eviction. **Resident's initials:** \_\_\_\_\_
15. **RESPONSIBILITY OF MAINTENANCE AND REPAIRS.** Tenant shall, at his sole expense, keep and maintain the rented premises and appurtenances in good and sanitary condition and repair during the term of the rental agreement, and any renewal thereof. This includes but is not limited to the following: replacing light bulbs, furnace filters, and window blinds as needed. The Tenant is also responsible for maintaining his lawn in accordance with Owner's regulations, and keeping driveway and sidewalk clear of snow and debris. During the mowing season, Tenant shall mow grass and control weeds around the perimeter of the home. If Owner deems the grass or weeds too high, the service will be performed and Tenant's account will be

charged. Lawn charges are as follows: \$50.00 for mowing, \$15.00 for weed control. Any damage to the rented premises, (hinges, doors, cabinets, closets, toilets, sinks, faucets, windows, plumbing, electrical appliances, gas appliances, and other fixtures in the home) that has resulted from misuse, neglect, or waste by the Tenant, resident of the home, or guest shall either be repaired by Tenant to Owner's standards, or at the option of Owner, Owner shall make repairs, and Tenant will be charged for materials and labor. Maintenance staff should only be called for emergencies and situations that present a danger to people, or damage to the premises. Emergencies include: ruptured plumbing, loss of heat or air conditioning in extreme weather, electrical failure, etc. These items should be reported to the office immediately. Maintenance may also be called for repairs for items that result from normal wear and tear, and was not caused by Tenant. Tenant may call Maintenance at Tenant's expense for Tenant's responsibility of maintenance and repair if Tenant is unable or not of knowledge to do the repair. **Resident's initials:**\_\_\_\_\_

16. **FEES FOR SERVICE CALLS.** A fee will be assessed for any after-hours calls to maintenance that are not considered emergencies, as described above. The fee will depend on the type of work to be done, and the length of time it takes. **Fee for after-hours lock out is \$25.00. Resident's initials:**\_\_\_\_\_

17. **NUMBER OF RESIDENTS AND RELATIONSHIP TO SIZE OF LIVING UNITS.**

The Tenant/Lessee shall be the resident and occupy the dwelling unit during the term of the rental agreement and any renewal thereof. Subject to management permission and other provisions herein, a person in addition to the Tenant may become a roommate to the Tenant in the home. Roommates will be held jointly and severally responsible for all terms and conditions of this agreement. No mobile home situated on the premises shall be used for dwelling purposes by more than one family unit, and the resident hereby agrees to obtain permission from management if any such mobile home is to be used for the purpose of housing guests for a period of longer than two weeks. The resident will not use the premises for use other than as a family dwelling. Mobile home occupants should not exceed the number which would create an unsafe and/or unhealthful living environment and shall not exceed any limits established by the local health department. **Resident's initials:**\_\_\_\_\_

18. **ABANDONMENT.** Owner reserves to enforce its rights of abandonment by the Kansas Residential Landlord Tenant Act. **Resident's initials:**\_\_\_\_\_

19. **SUBLET.** Tenant may not sublet neither the home nor any part thereof, nor assign this agreement. **Resident's initials:**\_\_\_\_\_

20. **RIGHT TO INSPECTION.** Owner/agent shall have the right to enter the premises at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, provide services, or exhibit the premises. The Owner/agent may enter the premises without notice or consent of the Tenant in the case of hazards involving potential loss of life or severe property damage. Owner/agent shall not abuse the right to access or use it to harass the Tenant. **Resident's initials:**\_\_\_\_\_

21. **RENTER'S INSURANCE.** Tenant hereby agrees to and does hold Owner/agent harmless for any and all damages Tenant should suffer through fire, theft, water damage, loss of power, breakage or any other loss on the premises. Tenant shall be responsible for obtaining renter's insurance for personal belongings. Owner/agent does not require Tenant to have renter's insurance; however Owner/agent shall not be responsible for damage to personal belongings including perishable items in the event of failure of the refrigerator/freezer on the premises. **Resident's initials:**\_\_\_\_\_

22. **CONTRACTED SERVICES.** Any services contracted by Tenant such as plumbing, electrician, etc. without consent of Owner/agent will be the Tenant's responsibility. **Resident's initials:** \_\_\_\_\_
23. **ACKNOWLEDGEMENT.** Tenant/occupants agree to abide by the rules and regulations as stated in this agreement, and hereby acknowledge receipt of copy of the agreement. **Resident's initials:** \_\_\_\_\_
24. **MILITARY SERVICE.** Tenant may terminate the Rental Agreement if he/she enters the military, receives permanent change of station or deployment for not less than 90 days. Termination is made by delivery of written notice to Owner/agent along with a copy of the official orders. Termination is effective 30 days after the first date on which the next rental payment is due. **Resident's initials:** \_\_\_\_\_
25. **SERVICE MEMBER IDENTIFICATION.** Tenant represents and warrants that Tenant \_\_\_\_\_ is / \_\_\_\_\_ is not presently one of the following: a member of the Air Force, Army, Coast Guard, Marine Corps or Navy on active duty (including reserves ordered to duty), a Public Health Service Officer, a National Oceanic and Atmospheric Administration Officer, a National Guard member who has been called to or is serving Federal active service in excess of thirty (30) days, a United States citizen serving in the prosecution of a war or military action with United States allies, or a dependent of any such person. **Resident's initials:** \_\_\_\_\_
26. **NOISE AND DISORDERLY CONDUCT.** In consideration of others, Tenants and their guests are not to make any disturbing noise at any time. Loud music, loud electrical equipment or any other noise that is disturbing to other residents is strictly prohibited. Tenant will conduct himself/herself and require other persons on the premises with his consent to conduct themselves in a manner which will not disturb the peaceful enjoyment of the community by his neighbors or other occupants of the community. The Tenant shall personally refrain, and shall forbid any person who is on the premises with his permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the community premises. Excessive use of intoxicating liquors, the use or abusive or vile language, indecency or disorderly conduct will not be allowed anywhere in the community. A Resident is responsible for the actions of his guest. Tenants are responsible for the conduct and actions of their own children and visiting children. Repeated misconduct of a child will be cause for eviction. Management reserves the rights to evict without notice any objectionable person or persons who cause a disturbance or becomes a nuisance. Management, at their sole discretion, shall determine who is objectionable and what constitutes a nuisance. Suspicion of illegal activity and/or use of illegal narcotics will not be tolerated and is cause for immediate eviction, no exceptions. The handling or use of drugs will not be tolerated. If you or a guest are suspected of drug activity, or you are caught with drugs, you will be evicted, no exceptions. **Resident's initials:** \_\_\_\_\_
27. **CITY ORDINANCES.** All Tenants and their guests must abide by established City ordinances at all times. This includes trash receptacles and items being stored outside the home, as well as storage of vehicles. These ordinances are fully described in #27 and #28 of this agreement. **Resident's initials:** \_\_\_\_\_
28. **VEHICLES.** Each home has space to park two vehicles. There will be no parking in the street or grass at any time, with the exception of a two hour maximum in the street for visitors. Visitors may not park in front of another resident's driveway, or in any way that blocks or interferes with maintenance crews working.

Visitors are encouraged to find alternative parking such as an empty lot, the pool, or at the office AFTER business hours. Street parking with a two hour maximum should always be a last resort. Redbud Estate's streets are not wide enough for street parking, and emergency vehicles need to have easy access to all homes. Furthermore, if the Tenant or a guest violates the parking rules, the vehicle may be towed, and your account charged for the tow. It is a violation of City ordinances to park an inoperable vehicle or a vehicle with expired tags at your home. Tenants may not perform maintenance or major work on vehicles on our property. This includes but is not limited to: maintenance involving vehicle fluids, cars being on blocks or jack stands, or any other potentially hazardous activity. **Resident's initials:** \_\_\_\_\_

29. **TRASH AND STORAGE.** Trash service is scheduled every Tuesday. Place your trash can out near the curb no earlier than Monday night, and replace it near your home no later than Tuesday night. If a trash can is left out near the curb, it could be knocked over and damaged. Any damage caused by Tenant's neglect will result in a charge to replace trash can. External storage of items is not allowed other than a barbecue grill, patio furniture, and minimal decorative items. Items which are not allowed per City ordinance include: appliances, toys, bicycles, tires, trash, aluminum cans, indoor furniture, mattresses, building materials, and vehicle parts. Please contact Landlord for removal of large items such as furniture and appliances.

**Resident's initials:** \_\_\_\_\_

30. **PEST CONTROL SERVICE.** Preventative pest control service is provided to each tenant. A quarterly treatment is applied to the interior perimeter of the home, as well as spot treatments for specific issues such as ants. We will give at least 24-hour notice of when we will need to enter your home for this treatment. This service is provided by American Pest Management, and paid for by Owner. In the event that an infestation of any type of bugs or critters is caused by Tenant's living conditions, as determined by Owner and APM's technician, the Tenant will be charged for any extra services performed to alleviate the infestation. Each home is inspected prior to move-in. Tenant agrees and acknowledges that the home is free of any infestation upon move-in. **Resident's initials:** \_\_\_\_\_

31. **CURFEW.** The curfew for children under 18 years of age not accompanied by an adult is 10:00 p.m. on Park streets and property. **Parents are responsible for enforcing this curfew.** Children should be kept from causing a nuisance at all times. **Resident's initials:** \_\_\_\_\_

32. **SWIMMING POOLS, BASKETBALL COURT AND OTHER RECREATIONAL FACILITIES.** Rules and Regulations specifically regarding the use of swimming pool, basketball court, and other recreational facilities will be issued (and periodically revised) separate and apart from these overall Rules and Regulations. Copies of such rules are available at the Redbud Estates office. **Resident's initials:** \_\_\_\_\_

33. **WEAPONS.** It shall be prohibitive to discharge any firearms in the community. This is to include air rifles or BB guns. It shall further include knives of any sort or any other type of weapon used to intimidate or cause harm to any person or property. Violation is subject to immediate eviction. Bows and arrows, slingshots and other projectile weapons are not to be used in the community. **Resident's initials:** \_\_\_\_\_

34. **SOLICITING OR PEDDLING.** No person shall peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, pamphlet, ticket or other commercial activity, nor engage in hand billing, pamphleting, leafleting, picketing, political activity, or fund-raising without Management approval. **Resident's initials:** \_\_\_\_\_

35. **FILING COMPLAINTS.** All complaints must be made in writing and submitted to the Landlord, identifying the person making the complaint and stating in detail the nature of the complaint. Complaints such as loud music or other emergency can be made by telephone to proper authorities. Verbal or physical abuse of Management and Staff will also be grounds for eviction. **Resident's initials:**\_\_\_\_\_

36. **CHANGES IN RULES AND REGULATIONS.** These Rules and Regulations and rental fees may be changed by Management by giving notice in writing of the change(s) and effective date of the change(s) to all Residents at least thirty days prior to the effective date of such change(s). Tenant hereby agrees to and approves of such changes. **Resident's initials:**\_\_\_\_\_

**The Tenant has read and fully understands the meaning of this Rental Agreement and agrees to fully comply with its terms. In Witness whereof,** the parties have executed this Rental Agreement this day and year first written above.

## **Redbud Estates Disclosure Statement For Manufactured Home**

The following information is disclosed by Redbud Estates (Landlord) to Tenant as a condition required by law for Landlord and Tenant entering into a Rental Agreement for Manufactured Home, as authorized and governed by the Kansas Landlord/Tenant Act.

1. Landlord (Pauley Kids Corp. d/b/a Redbud Estates) is owner of the Manufactured Home Community, and the name and address of the person authorized by the Landlord to manage the Manufactured Home Community; and authorized to act for and on behalf of Landlord for the purpose of service of process and for service of receiving and receipt of notices and demands is: Representative of Redbud Estates, **2500 Farm Bureau Rd. #1000 Business Office Manhattan, Kansas 66502.**
2. Rent is to be paid in advance on or before the first day of each month, by delivering it to Redbud Estates Business office at 2500 Farm Bureau Road, just off the K-113 Bypass or by mailing to **2500 Farm Bureau Rd. #1000, Manhattan, Kansas 66502.**
3. Tenant and Landlord have certain rights and duties under the Manufactured Home Community Residential Landlord and Tenant Act (K.S.A. Supp. 58-25, 100 to 58-25, 126), which a copy of that law may be obtained from Landlord.
4. Landlord has adopted Rules and Regulations concerning Tenant's use and occupancy of the Manufactured Home Community and a copy of the Rules and Regulations currently in force and effect, either has been or will be provided to Tenant prior to executing this Rental Agreement

\_\_\_\_\_  
Owner or Manager's or Representative Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Inventory Items given to Tenant

\_\_\_\_\_  
Tenant's Signature