

HII MOBILE HOME LLC

100 South Airport Road

Hutchinson, Ks 67501

620-662-4552

Monday and Thursday 1:00pm to 6:00pm

(620) 662-4552

After hours emergency #: (620)960-1879

SIX MONTH RENTAL AGREEMENT

THIS AGREEMENT EXECUTED on the _____ day of _____,
20____ By and between _____, hereinafter
referred to as **“Tenant (s)”**; and **H.I.I. MOBILE HOME LLC.**, as the
owner/agent (hereinafter referred to as **“LANDLORD”** of the property
commonly known as: _____ City: _____,
State: _____ Zip Code: _____.

ARTICLE 1

RENTAL PAYMENTS

The Tenant(s) agree to pay on the _____ day of each month during this agreement. Rent is set and agreed upon at \$ _____ per month and if not post marked within four(4) days thereafter, the Tenant(s) agree to pay as additional rent the following late charges: \$ _____ (10%) of rent.

Payment is not considered made if the Tenant(s) check is not honored by the Tenant(s) bank for any reason. In addition, the Tenant(s) shall be responsible for the returned check charge and late charges will be assessed as set out above. Landlord will provide & pay on behalf of the tenant(s) :

- Electricity: Y ___ N ___
- Gas: Y ___ N ___
- Water/Sewer/Trash: Y ___ N ___

The Tenant(s) have deposited \$ _____ as a security deposit to be held by the owner for application against the payment of accrued rent and the amount of damages which the owner has suffered by reason of the Tenant(s) non-compliance with the Kansas Landlord- Tenant Act and this rental agreement. Deposit is refundable **with the following exceptions:**

- **1. Destruction of the home (from pets or otherwise) K.S.A. 58-2555 (f)**
- **2. Failure to give a 30-day written notice of intent to vacate. Must be from rent-paying date to rent-paying DATE. K.S.A. 58-2570**
- **3. Theft of any part or piece or anything included with the home at the time of renting. K.S.A. 58_2555 (F)**
- **4. Intent to vacate with outstanding debts: to include rent or water account balances. K.S.A. 58-2550**
- **5. Upon vacating, the landlord/owner/agent will do a residency walk-through to determine if there are any damages &/or cleaning necessary. Any deposit deemed owed to the Tenant(s) will be refunded by mail within thirty (30) days of vacating the premises an after verification of all accounts are being settled. K.S.A. 58-2550(b).**
- **6. Deposit will be retained IN FULL if rental term is short of SIX (6) MONTHS.**

No payment by tenant(s) or receipt by landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent &/or water service (if water is applicable). Nor shall any endorsement or statements on any check or money order or any letter accompanying any check or payment as rent deemed an accord and satisfaction and landlord may accept such check for payment without prejudice to landlords right to recover the balance of such rent or pursue any other remedy provided in the contract.

ARTICLE II

ENTRY

Landlord shall have the right to enter the dwelling unit at responsible hours, after reasonable notice to the Tenant(s) (within 30 minutes, if tenant is home or 24 hours if tenant is unavailable), in order to inspect the premises, make necessary repairs or alteration and exhibit the dwelling unit to prospective purchasers, mortgagees, workmen, tenants or contractors. In case of emergencies, such as fire, water leak, theft, severe property damage, etc., Landlord/owner/agent may enter the premises without notice. **If the tenant(s) calls in to the office or writes in to the office requesting a particular maintenance request, the tenant(s) is giving permission to enter without calling or getting permission again from the resident(s).**

If tenant(s) is hospitalized or incarcerated, personal property will not be released to anyone without **written authorization from the tenant(s)**, the police or an appropriate court. If absence is more than fourteen (14) days and tenant(s) has not notified the landlord of absence, the landlord will, at their discretion, go in and remove the personal property and place in storage at the tenants cost. Tenant absence to be determined by utility accounts (i.e. accounts on/off) and/or neighboring witnesses at the landlord's discretion.

ARTICLE III

TENANT'S DUTIES

That the Tenants agree to abide by the following agreements: IF the Tenants fail to abide by the following agreements, that failure is grounds for eviction pursuant to the Kansas Residential Landlord & Tenant Act.

- To pay all utility bills charged to apartment/home mentioned above as they become due.
- Not to engage in conduct or allow any person, animal or pet on the premises without the express consent of the owner or to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other residents/tenants.
- To keep the premises in a clean and sanitary condition and to notify the owner of any absence from the property for more than seven (7) days.
- To be responsible for any destruction, defacement, damage or impairment or removal of any part of the premises caused by any act or omission of the

tenant(s) or by any person, animal or pet on the premises at any time with the express permission of the owner.

- Not to sublet or assign this lease agreement or any part thereto without the written consent of the owner or his agent.
- Make no alterations on the premises without the written consent of the owner or his agent.
- Not to use the premises or permit the use thereof in such a manner as to void or increase the rate of insurance thereon, violate any City ordinances or any laws of the State of Kansas; and to hold the owner harmless on account of all charges or damages for non-observance thereof. Selling or using of any illegal drugs or substances is considered a violation of the laws of the State of Kansas, and this lease and entitles the landlord to immediately terminate this agreement.
- To use the premises only as a private residence.
- To be responsible for all damages including those which exceed the amount of the security deposit.
- Tenants to complete the rental application required by the Landlord in a truthful manner and disclose all information as required by said rental application. To cooperate fully with any individual employed or contracted by Landlord to provide plumbing, electrical, pest control or any other service necessary to maintain the premises.
- That the Landlord hereby agrees to allow only the Tenant(s) listed on the rental application and this agreement to reside in the premises.
- That the tenant(s) agree not to litter or damage the commons area (if any).
- Tenant(s) agree that maintenance will be performed by the Landlord. Repair needs must be reported directly to the office.
- Before having any NEW cable installations, tenant(s) must have written permission from the Landlord.

ARTICLE IV **LANDLORD DUTIES**

- Except where prevented by an act of God, the failure of public utility services or other condition(s) beyond the Owner's control, the owner agrees:
- To exercise reasonable care in the maintenance of the commons areas.
- To maintain in good and safe working order and condition all electrical, plumbing sanitary, heating, ventilating, air-conditioning and appliances supplied or required to be supplied by the landlord. This excludes damage caused, by tenant, that tenant is unwilling, or unable to reimburse landlord for.
- The landlord is **NOT** responsible for scraping snow either from walkways or sidewalks; or streets or roads within a mobile home community.
- To supply running water and reasonable amounts of hot water at all times and reasonable heat (However, this section does not affect the tenant(s) obligation to pay for these utility services as set out above).
- The landlord will perform all maintenance (routine) pertaining to the upkeep of the unit. To include: electrical, plumbing sanitary, heating, ventilating, air-

conditioning, appliances (that are supplied by the landlord). However, the landlord **will not** perform maintenance on the unit which is caused by or the non-compliance of the tenant(s) &/or tenant(s) guest(s), pet(s), etc. If the resident (tenant) calls with a maintenance request, then the landlord (H.I.I. MOBILE HOME LLC) will perform the duty as soon as humanly possible. The Kansas Residential Landlord-Tenant Act allows fourteen (14) days to do **ANY** repair. We will do our best to do it within that time frame.

- Only listed residents/tenants may call into the office with questions or complaints. We will not respond to family &/or friends who are not on the application/contract.

ARTICLE V

PETS

The Landlord and Tenant(s) specifically agree that the Tenant(s) **may not have any pets or any animal of any type on the premises, unless written permission has been granted by the landlord.** If the Landlord agrees to allow, Tenant(s) to have pets on the premises, then the Tenant(s) shall be responsible for any damages caused by said pet or animal. If the Landlord is allowing the Tenant(s) to have any pets whatsoever, then that contract will be in addition to this contract and is attached and an addendum thereto.

ARTICLE VI

MISCELLANEOUS AGREEMENTS

- All adults living on the premises shall be jointly and severally liable for the rental due under this agreement and performance of this agreement
- The parties acknowledge that they are bound by the provisions of the Kansas Landlord – Tenant Act.
- No oral agreements or representations by the rental agent or the Tenants shall be binding on either party.
- This agreement shall be binding upon the heir, executors, administrators and assigns of the parties hereto.
- By their signatures, the Tenant(s) and agent acknowledge that they have read this agreement and all the terms and conditions were explained to their satisfaction.
- The owner/agent will not be responsible for any injuries occurring on the property or for any damages to the Tenant(s) property and the Tenant(s) are encouraged to carry insurance on their own property, to include general liability.
- The Tenant(s) acknowledges that all goods and chattels placed or stored in the premises or about the premises are at the risk of the Tenant(s) It is recommended that the tenants carry insurance on their possessions,
- If the Tenant(s) leaves his/her rented premises for more than fourteen (14) days without prior notice to the landlord and is behind on rent, tenant(s) agrees that (s)he has abandoned any personal property left behind in the rental unit or outside of the rental unit. Tenant further agrees to hold landlord

and any heirs, assign or employees completely and totally harmless now and forever for the disposal or other disposition of aforementioned personal property. Tenant(s) further agrees that these decisions are to be made at the sole discretion of the landlord.

- Any accident occurring or arriving out of an incident which transpired on the property listed herein is the sole responsibility of the parties signed here hereafter as Tenant(s).
- Landlord hereby gives notice to the Tenant(s) that houses built prior to 1978 may have been painted with lead based paint &/or could possibly contain asbestos or some other hazardous material therein. The Tenant(s) agrees that they have been given notice by signing this agreement, that the premises may contain said hazardous material and give up any action, claim or right against the Landlord caused by such hazardous materials to Tenant(s) or any occupant or guest of the Tenant(s).
- Rented with this home is a Refrigerator Y__ N__
Range Y__ N__
Dishwasher Y__ N__

If these items are either lost or damaged or destroyed during the rental term, Tenant(s) agrees to pay for replacement &/or repair costs.

- Failure to comply with the specific terms of this agreement will result in an eviction and legal proceedings as per K.S.A. 58-2555
- The landlord is not responsible for any personal or property loss or damages due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer, or any other public or privately supplied utility service because of conditions beyond the control of the Landlord. This includes both Acts of God and man-made failures and shortcomings.
- Tenant is responsible for carrying line backer phone coverage with Tenant(s) phone company (carrier). Landlord is not responsible in repairing any phone jacks or phone lines.
- If by an act or omission, H.I.I. MOBILE HOME LLC, deems it necessary to remove me and or my possessions from this residence, through use of Court Order or under Abandoned Property Statutes, I agree to hold H.I.I. MOBILE HOME LLC and their heirs or assignees completely and severally harmless of any an all liability in any way relating to my possessions or their removal, their storage or even their existence.
- I, the tenant(s), agree to notify H.I.I. MOBILE HOME LLC in writing if I plan to store any items in this residence valued in excess of \$200.00. I the tenant(s), acknowledge H.I.I. MOBILE HOME LLC is not responsible for, nor do they have any contingent liability with regard to my possessions.

1. _____ Value \$ _____
2. _____ Value \$ _____
3. _____ Value \$ _____

ANY ADDITIONAL POSSESSIONS LISTED HERE:

I have read and understand the above statements. I further agree to each and every article stipulated.

By signing this document I agree to the terms stated in it.

Signature: _____ SSN: _____

Date: _____

Printed Signature: _____

Signature: _____ SSN: _____

Date: _____

Printed Signature: _____

Signature: _____ SSN: _____

Date: _____

Printed Signature: _____

Above signed are aware that any balance left owing on their account is an amount they are both jointly and severally liable for, with respect to any amount legally owed on this agreement.

Witness Signature: _____

MOLD &/OR FUNGUS AGREEMENT

As the landowner, H.I.I. MOBILE HOME LLC needs to be notified of any serious mold &/or fungus issues. You hereby agree to allow H.I.I. MOBILE HOME LLC the customary fourteen (14) days to correct the situation after HII MOBILE HOME LLC has received written notice from you, the tenant(s). Tenant(s) also agrees to hold H.I.I. MOBILE HOME LLC and their heirs or assigns harmless of any and all damages related in any way the mold or fungus.

Signed: _____

Signed: _____

Signed: _____

Date: _____

Witness: _____