

KANSAS APARTMENT LEASE CONTRACT

Date of Lease Contract: _____

Resident agrees to be bound by all the covenants and conditions of this Lease Contract beginning on the Date of Lease Contract listed above.

1. PARTIES

This Lease Contract is between you, the resident(s) hereafter, "resident, you and your" (*list all people **signing** the Lease Contract*): _____

and us, the owner hereafter, "owner, us, we and our": KC Lawrence, LLC and FGST Lawrence, LLC as Tenants in Common, d.b.a. Graystone Apartments. (*Name of apartment community or title-holder*).

You have agreed to rent Apartment No. _____, at _____ (*Street address*) in Lawrence (*City*), Kansas (*State*), 66049 (*Zip code*) for use as a private residence only.

The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. If anyone else has guaranteed performance of this Lease Contract, a separate Personal Guaranty of Payment for each guarantor is attached.

2. OCCUPANTS

You agree that the apartment will be occupied only by you and (*list all other occupants **not signing** the Lease Contract*):

2.1 SUBLET: You agree not to assign this Lease Contract, nor sublet the leased premises or any part of it.

2.2 MULTIPLE RESIDENTS OR OCCUPANTS: Each resident is jointly and individually liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or Residential Handbook, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permission) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

2.3 UNAUTHORIZED PERSONS: Any person not listed above who stays in the apartment for more than 10 consecutive days, with or without our prior written consent, will be considered an occupant and must be approved by management. Only the resident and those listed in this paragraph shall occupy the apartment, unless we give written permission to allow others to also occupy the apartment. Any occupancy, residency, use or possession by anyone other than those listed in this paragraph without the written permission of the owner shall constitute a material violation of this Lease Contract.

3. LEASE TERM

3.1 INITIAL TERM: The initial term of this Lease Contract begins on the _____ day of _____, 20_____, and ends at midnight on the _____ day of _____, 20_____. At the end of this lease term, this Lease Contract will automatically renew for an additional twelve (12) month period and will automatically increase to market rent, unless either party gives written notice of termination or intent to move-out as required by paragraph 8.1.

3.2 RENT INCREASES AND LEASE CONTRACT CHANGES: We agree not to increase rent or substantially change this Lease Contract, prior to the lease termination date, except for changes allowed by any special provisions in paragraph 4.8, by a written addendum or amendment signed by you and us, or by reasonable changes of the Residential Handbook. We reserve the right, upon 30 days written notice to you, to increase the total rent due by an amount reasonably related to any increase in the cost of utilities.

3.3 DELAY OF OCCUPANCY: If we cannot deliver your apartment by the first day of the term of this Lease Contract because another resident holds over, or for any other reason, we are not liable to you for damages. But you will not be required to pay any rent until the apartment is available. If we are not able to deliver possession to you within thirty (30) calendar days after the first day of the term of this Lease Contract, you may cancel this Lease Contract by written notice without any further obligation and your security deposit will be refunded.

3.4 RELEASE OF RESIDENT: Unless you are entitled to terminate this Lease Contract under paragraphs 3.6, you will not be released from this Lease Contract for any reason, including but not limited to: buying a home, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health.

3.5 MILITARY CLAUSE: Under the following circumstances, you may terminate this Lease Contract by giving us written notice if:

- (1) You are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area, or
- (2) You are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive quarters allowance from the military.

Your Initials _____

In either case, termination notice will effectively terminate this Lease Contract 15 days after receipt of the notice. You agree to furnish either a copy of the official permanent change-of-station orders or a deployment letter or order. If you furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order, you are entitled to a refund of your security deposit, less lawful deductions after move-out. The release of a resident under this military clause will release the resident receiving the change-of-station or deployment orders and such resident's spouse or legal dependents, but not any remaining co-residents. Military permission for base housing does not constitute a permanent change-of-station order.

3.6 EARLY MOVE-OUT: If you are not able to fulfill your Lease Contract you agree to: (1) give a 60 day notice to vacate your apartment on or before the first day of any given month; (2) pay a break lease fee of 25% of the total Lease Contract rent (from the first day of your lease term to the last day of your lease term in paragraph 3.1) or \$1000.00, whichever is greater, at the time your notice to vacate is given; (3) reimburse any special/concession in paragraph 4.8; (4) pay any and all past due amounts and (5) pay rent through your vacate date on or before the due date. Notice of Intent to Vacate is not valid until the break lease fees have been paid in full. In the event you do not comply with all the provisions listed above prior to vacating the apartment, the remaining rent due on this Lease Contract term will be accelerated.

In the event of an early move-out it is understood that the full Security Deposit will be forfeited as stipulated under the terms of the Break Lease Agreement. You agree to pay all charges for damage and cleaning as stipulated in the Notice of Intent to Vacate and Residential Handbook.

3.7 MITIGATION OF DAMAGES: If you move out early, we agree to exercise customary diligence to re-let and minimize damages. We will credit all subsequent rent that we actually receive from the replacement or subsequent residents against your liability for past due and future rent and other sums due.

3.8 EXTENDED ABSENCES: You agree to notify us in writing of any anticipated extended absences from the premises in excess of (7) days no later than the first day of the extended absence.

4. RENT AND CHARGES

All rent shall be paid to Graystone apartments. You agree to pay the total move-in prorate of \$_____ on or before your move-in date of _____ for the following charges: \$_____ rent, \$_____ for other charges of _____.

On a monthly basis you agree to pay a total of \$_____ for the following charges: \$_____ rent, \$_____ for other charges of _____ payable in advance on or before the 1st day of the month without demand at the on-site manager's office.

You agree to pay the total move-out prorate of \$_____ on or before the 1st day of _____, 20____ for the following charges: \$_____ rent, \$_____ for other charges of _____.

You agree to pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable. You agree not to withhold or offset rent and to pay all rent and other sums by personal check, certified or cashiers check, money order, or with one monthly check rather than multiple checks. We reserve the right to require that you pay future rent by money order, certified check or cashiers check notwithstanding prior acceptance of personal checks. Rent mailed in will be considered paid on the date of receipt. We will not accept two-party checks.

You also agree to pay a charge in the event of legal action to enforce compliance with this Lease Contract; the prevailing party may be awarded court costs and reasonable attorney's fees. If you do not pay rent on time, you will be delinquent and we will exercise all of our remedies under this Lease Contract and Kansas Law.

4.1 LATE FEES: All rent is due on the 1st day of each month. If you do not pay your rent in full by the 4th day of the month, then you will pay an initial late charge of the amount of your monthly rent concession, if any, or the sum of \$50.00, whichever is greater. If you have not paid rent by the 5th of the month, you will be charged \$10.00 per day thereafter until all rent and late charges are paid in full. At any time after the 1st of the month, we may deliver to you a three- day Notice to Pay Rent or Quit. If all rent and other charges are not paid during the three-day notice period, this Lease Contract will terminate and we will turn your account over to an attorney to start eviction proceedings. Following the expiration of the three-day notice period, all payments tendered by you shall be deemed to be with reservation of our right to pursue our right to possession of the leased premises unless (a) we consent in writing to the reinstatement of the Lease Contract and (b) you pay a lease reinstatement fee of \$200.00.

If you violate your lease contract, you agree to pay a \$29.00 administrative fee as additional rent.

4.2 PARTIAL PAYMENTS: You agree to make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this Lease Contract shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall our acceptance of a partial payment constitute an agreement or satisfaction of balance due. Nor will it stop the accumulation of late fees or Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statements on any check. There will be an assessed \$_____ charge for all Partial Payment Agreements.

4.3 SECURITY DEPOSIT: Your total security deposit for all residents is \$_____, due on or before the date this Lease Contract is signed. This amount does not include a non-refundable administrative fee of \$_____. This amount does not include an animal deposit. (See paragraphs 8.10 and 8.11 for security deposit return information.) This amount does include an additional deposit of \$_____, which may, upon our discretion, be applied to the last month of this Lease Contract. The security deposit may be commingled with other funds of the owner, and bear no interest.

Your Initials _____

4.4 RETURNED CHECKS: You agree to pay a charge of \$35.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. You also agree to replace the returned check with a money order, certified check, or cashiers check payable to Owner within 24 hours. We are not required to redeposit a returned check and will invoke all remedies under this Lease Contract and state law.

4.5 KEY AND FURNITURE: You have been provided no more than 2 apartment keys, 2 mailbox keys, and 2 other keys.

Your apartment will be unfurnished.

4.6 UNAUTHORIZED PET FEES: You agree not to bring (or allow a guest to bring) a pet onto the property for any period of time without our written authorization. If you violate the animal restrictions of paragraph 6.4 you will pay liquidated damages of \$500.00 per animal, plus a required non-refundable fee, and a refundable pet deposit which are required to complete an animal addendum. No more than two pets per apartment will be allowed. Having an unauthorized pet is a material violation of this Lease Contract.

4.7 UTILITIES:

You pay for the following utilities in full, unless an amount is noted.

Electricity Gas Water Wastewater Trash \$ _____ Storm Water

Gas & Electric confirmation numbers (required for move-in): _____

You agree to pay for all other utilities, related deposits, and any charges, fees, or services on utility bills connected in your name. You agree not to allow utilities to be disconnected – including disconnection for not paying the bill – until the Lease Contract term or renewal period ends and you have vacated the apartment. Failure to maintain utility service in the resident's name for the entire Lease Contract or renewal period will result in a \$100.00 disconnection fee. Nonpayment of utility bills resulting in discontinuance or threatened discontinuance of the supply of any utility shall be sufficient reason for us to terminate this Lease Contract. You agree to use utilities only for normal household purposes and to not waste utilities. If your electricity is ever interrupted due to power failure, you agree to use only battery-operated lighting. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract.

4.8 SPECIAL/CONCESSION: The following special/concession was given contingent upon completion of this Lease Contract. You will responsible for payment of any special/concession that was given if you fail to complete this Lease Contract. This Special/Concession applies only to the initial lease term and not to renewal leases whether month-to-month or for a specific term.

Value of monthly concession \$ _____

Concession to be given in the month(s) of _____

Total value of concession \$ _____

4.9 REIMBURSEMENT: You agree to promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or Residential Handbook, improper use, or negligence of you or your guests or occupants. In such an event, you agree to submit payment immediately to management. Delay in demanding sums you owe is not a waiver. Failure to pay the sum you owe promptly is a material violation of this Lease Contract. In addition to your unpaid balance, you are liable for collection costs of 50% of the unpaid balance – not to exceed \$100.00, court cost and attorney's fees if the charges are placed with a debt collector.

4.10 OTHER REMEDIES: We may report unpaid amounts to credit agencies. If you default and move out early, you agree to pay us any amounts said to be rental discounts in paragraph 4.8, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent. You hereby agree to pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline. Under this agreement the undersigned consents that the debt collector or attorney may contact the undersigned at such times and places as said debt collector deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

4.11 PAYMENTS: At our option and without notice, we may apply money received first to your non-rent obligations, then to rent regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent are due upon our demand.

5. PREMISES

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. Within 5 days of the initial date of occupancy or upon delivery of possession, the Owner, or Owner's Representative, and the Resident shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed.

5.1 DILIGENCE: You agree to use customary diligence in maintaining the apartment and not damage or litter the apartment or common areas. Serious or repeated damage to your apartment or the common areas is a default for which your Lease Contract may be terminated.

You agree to be held responsible for all damage to the apartment and common areas caused by moving. We may make such repairs and the costs shall be deemed owing and payable immediately.

Your Initials _____

5.2 WHEN WE MAY ENTER: If you or any guest or occupant is present, then service or repair people, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then service or repair people, or our representatives may enter peacefully and at reasonable times by duplicate key (or by breaking a window or other means when necessary) if:

- (1) Written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) Entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our Residential Handbook; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.
- (3) An emergency or other circumstances exist which makes notice impracticable or for any other reason.

6. CONDUCT

6.1 RENTAL APPLICATION: The Rental Application you submitted is hereby made a part of this Lease Contract. You acknowledge that the Owner has relied on the information submitted by you as an inducement to rent the premises to you. If any representation on the application is determined to be omitted, misleading, incorrect, or untrue, we may, at our option, terminate your right to occupy the premises. We then shall have the right to recover from you any loss or damages, which we may have suffered because of such misrepresentation.

6.2 PROHIBITED CONDUCT TO INCLUDE DRUG, CRIME AND GANG FREE HOUSING: You, your occupants or guests may not engage in the following activities: violating any federal, state, or local law, rule, regulation, or authority, disturbing or threatening the rights, comfort, health, privacy, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; criminal street gang activity, prostitution, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; tampering with utilities or telecommunications; or injuring our reputation by making bad faith allegations against us to others.

You agree that a single violation of this section is a breach of this Lease Contract which cannot be remedied and waive the receipt of any such notice. We may terminate your Lease Contract for conduct which violates this section by giving a written notice terminating the Lease Contract upon a date not less than 30 days after the receipt of the notice without providing the opportunity to remedy the breach.

6.3 PARKING AREA: The following activities are prohibited in the parking area: washing, repairing, servicing, or changing the oil of motor vehicles; cleaning floor mats; and littering.

You agree to park only those vehicles identified below on the property.

MAKE/MODEL	TYPE	YEAR	LICENSE #.	STATE	SPACE#

6.4 ANIMALS: No animals (including mammals, reptiles, birds, rodents and fish) are allowed, even temporarily, anywhere in the apartment or apartment community unless we have so authorized in writing. If we allow an animal, you must sign a separate animal addendum and post an animal deposit, which becomes part of your general security deposit. An animal deposit will not be required for reptiles, birds, rodents and fish. We will authorize a support animal for a disabled person. We may require a written statement from a qualified professional verifying the need for the support animal for a disabled person. You agree not to feed or keep stray or wild animals in the apartment or on the grounds of the community.

No more than two pets per apartment will be allowed.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without consent), we will charge you for treating, deodorizing, and shampooing, penalty charges, liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and rules.

7. LIABILITY

7.1 INITIAL RESIDENT INSURANCE REQUIREMENT: Resident agrees to maintain at Resident's sole expense a standard type of Tenant's or Renter's insurance policy, or its equivalent, issued by a licensed insurance company of Resident's selection which provides limits of liability of at least \$100,000 personal liability.

Renters insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. We are in no way responsible for damage to your personal property, and our insurance does not cover your loss of personal property, or personal injury.

Your Initials _____

It is agreed that the Owner is not liable for personal injuries or property damages suffered by the Resident of any family member, occupant, guest, or invitee of the Resident alleged to arise from contact, inhalation, ingestion or other physical exposure to asbestos, lead, mold, mildew, fungus, mycotoxins, spores, scents or byproducts produced or released by fungi, or any other alleged toxic substance or pollutant. In addition to the aforesaid substances, "pollutant" means any solid liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals, waste or bacteria. "Waste" includes material that may be recycled, reconditioned or reclaimed.

Underground Environmental Services

Because the buildings on the subject property were constructed after 1980, it is unlikely that asbestos products were used due to the EPA's 1978 ban on the use of asbestos containing construction materials.

A copy of these findings will be made available upon request.

Furthermore, Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting in writing to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Premises clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Premises through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from your failure to maintain the Premises in accordance with this provision.

7.2 RELEASE OF LIABILITY: You, all guests and occupants shall not hold us liable for any loss, damage, or injury that is a result of the use of any community facilities; to include but not limited to: fitness/weight room, tanning equipment, pool, spa, tennis courts, basketball courts, volleyball courts, playgrounds, picnic areas, game rooms, conference rooms or laundry facilities. You and all guests and occupants shall comply with all rules and regulations of the apartment community with respect to use of the facilities. You agree to limit the number of guests using our facilities to two.

Resident acknowledges that: (i) bedbugs can be transported to the Premises through bedding, clothes, fabrics or other items moved by Resident into the Premises; and (ii) if bedbugs infest the Premises, treatment involves not only the Premises but also the surrounding units. Resident represents that Resident has not had a previous issue with bedbugs and that no bedbugs will be transported into the Premises by Resident. In the event that a bedbug issue arises in the Premises, Resident shall be required to pay, upon demand, for any treatment to the Premises as well as the surrounding units. In the event that Resident's representation with respect to the bedbugs is untrue or Resident fails to pay for treatment to the Premises or other units as a result of bedbugs in the Premises, Resident shall be deemed to be in default of this Addendum and the Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under the Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Premises.

7.3 CASUALTY LOSS: We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, vandalism or any act of God. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. We may provide a basement or other storage space for your use at your own risk. We will not be responsible for any personal property stored in any such storage area and articles of great value should not be stored in such areas.

7.4 CRIME OR EMERGENCY: Dial 911 or immediately call local medical, emergency, fire, or police personnel in case of an accident, fire, smoke, or suspected criminal activity involving imminent harm. You should then contact our representative. You agree not to treat any of our security measures as expressed or implied warranty of security, or as a guarantee against crime or reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obliged to furnish security personnel, security lighting, security gates, or fences, or other forms of security. You hereby release Owner, its officers, employees, or employers from any and all claims related to my reliance on security measures or to any defect, malfunction, or inadequacy concerning them. You agree to look solely to the public police force for security protection. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you agree to make a written report to our representative and to the appropriate local law-enforcement agency. You further agree to furnish us with the law-enforcement agency's incident-report number upon request.

8. MOVE-OUT

8.1 MOVE-OUT NOTICE: Before moving out, you agree to give our representative advance written notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 3.7) except under the military clause (paragraph 3.6). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- Your move-out notice must be in writing using our move out form. Oral move-out notices will not be accepted and will not terminate your Lease Contract.
- Your move-out notice cannot terminate the Lease Contract sooner than the end of the Lease Contract or renewal period.
- Our representative must receive your written 60-day move-out notice no later than the last day of the month preceding the 60 days before the termination date. For example: If your lease contract ends on August 9th, your move-out notice must be received by May 31st.

Your Initials _____

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE: If we terminate the Lease Contract, we must give you the same advance notice unless you are in default.

8.2 MOVE-OUT PROCEDURES: Upon vacating, you hereby agree to return all apartment keys to the on-site leasing office during office hours, and you understand that we will not consider the apartment vacant until we have received all keys in this manner. You further agree that you will not stay beyond your notice date and that the move-out date cannot be changed unless both you and we agree in writing. You agree not to move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in re-letting charges and acceleration of future rent under paragraph 8.9. You agree not to apply any security deposit to rent unless by our option. You agree to give the U.S. Postal Service and us in writing each resident's forwarding address. You may be present at the move-out inspection.

8.3 CLEANING: To avoid liability for cleaning charges, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen, appliances, patios, balconies, garages, carports, and storage rooms and follow move-out cleaning instructions in the Residential Handbook. If you do not clean adequately, you will be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident or abuse). We will consider all redecorating or cleaning expenses we incur to be abnormal (beyond "normal wear and tear") if you have not completed 12 months of paid occupancy.

8.4 MOVE-OUT INSPECTION: We encourage you to meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative or us are subject to our correction, modification, or disapproval before final refunding or accounting.

8.5 PROPERTY LEFT IN APARTMENT: Removal after Surrender, Abandonment, or Eviction. Law officers or we may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 8.11).

8.6 STORAGE AND DISPOSAL: If you abandon or surrender possession of the apartment and leave household goods, furnishings, fixtures or any other personal property in or at the apartment or if you are removed from the apartment as a result of a forcible detainer action, pursuant to K.S.A. 61-2301, et seq., and amendments thereto, and fail to remove any household goods, furnishings, fixtures or any other personal property in or at the apartment after possession of the apartment is returned to us, we may take possession of the property, store it at your expense and sell or otherwise dispose of the same upon the expiration of 30 days after we take possession of the property, if at least 15 days prior to the sale or other disposition of such property we publish once in a newspaper of general circulation in the county in which such apartment is located a notice of our intent to sell or dispose of such property. Within 7 days after publication, a copy of the published notice will be mailed by us to your last known address. The notice will state your name, a brief description of the property and an approximate date on which we intend to sell or otherwise dispose of the property without liability to you or any other person who has interest in said property, except as to any secured creditor who gives notice of his or her interest in such property to us prior to the sale or disposition thereof, if we have no knowledge or notice that any person, other than the resident, has or claims to have an interest in said property. During such thirty (30) day period after we take possession of the property, and at any time prior to the sale or disposition thereof, the resident may redeem the property upon payment to us for the reasonable expenses incurred by us for taking, holding and preparing the property for sale and of any amount due from the resident to us for rent or otherwise.

Any proceeds from the sale or other disposition of the property shall be applied by us in the following order: (1) to the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice and selling disposition thereof; (2) to the satisfaction of any amount due from the resident to us for rent or otherwise; and (3) the balance, if any, may be retained by us, without liability to the resident or to any other person, other than a secured creditor who gave notice of his or her interest, for any profit made as a result of a sale or other disposition of such property.

8.7 REDEMPTION: If we have removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, early move out charges, storage, damages, etc. We may return redeemed property to you at the place of storage, the management office, or the apartment (at our option). We may require payment by money order or certified check.

8.8 HOLDOVER: You agree that you or any occupant, invitee, or guest will not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased 50% over the then-existing rent, without notice; (3) you will be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can not occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term – for up to one month from the date of notice of Lease Contract extension – by delivering written notice to you or your apartment while you continue to holdover.

8.9 ACCELERATION: Rent will be immediately due and delinquent if, without our written consent you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you are judicially evicted or move out when we demand because you have defaulted. Acceleration is subject to our mitigation obligations under paragraph 3.8.

8.10 SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES: It is our policy that the resident completes a walk through at the time of move out. Damage charges will be charged at that time and will be discounted 25% if paid in full that same day. You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; un-reimbursed service charges; repair or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or un-approved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries, utilities for repairs or cleaning; trips to let in company representatives to remove your

Your Initials _____

telephone or TV cable service or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; un-returned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; re-letting charges; parking, removing, or storing property removed or stored under paragraph 8.6; removing illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4.6 and 6.4; government fees or fines against us for violation (by you, your occupants, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you other sums due under this Lease Contract.

8.11 DEPOSIT FORFEIT, DEPOSIT RETURN, SURRENDER, AND ABANDONMENT: We will mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment.

If the dwelling is rented by more than one person, we will pay the refund to any one person who has signed this Lease Contract and upon payment to any one person, who has signed this Lease Contract, we will have no further liability with respect to the deposit. The person to whom the deposit is refunded agrees to hold us harmless from the claims of the other occupants for all or any portion of the security deposit including any costs of liquidation or other related expenses, which we incur. We will mail your security deposit refund to your last known address.

You have surrendered the apartment when the move-out date has passed and no one is living in the apartment in our reasonable judgment; or all apartment keys listed in paragraph 4.5 have been turned in to the management office.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you have been in default for non-payment of rent for 10 consecutive days or any utility for the apartment not connected in our name has been disconnected or terminated; and (4) you have not responded for 2 days to our notice left on the inside of the apartment entry door, stating that we consider the apartment abandoned.

Surrender or abandonment ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment (paragraph 8.5), but do not affect our mitigation obligations (paragraph 3.8).

9. MISCELLANEOUS

Neither any of our representatives or us have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default.

Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

9.1 WAIVER OF JURY TRIAL: Owner and Resident hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Lease Contract, the relationship of owner and resident hereunder, resident's use or occupancy of the leased premises (including a suit for unlawful detainer) and/or any claim of injury or damage.

9.2 VALIDITY: If any of this Lease Contract shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Lease Contract shall nevertheless remain in full force and effect.

9.3 DISCLOSURE RIGHTS: If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. Your signature to this Lease Contract shall constitute your express authorization to release information.

9.4 OWNERS RIGHT OF TERMINATION: We reserve the right to terminate this Lease Contract for any reason, with or without cause, by giving you one month's, thirty (30) days, prior notice in writing at any time.

9.5 TERMINATION FOR MATERIAL NONCOMPLIANCE: Except as provided in paragraph 6.2, if there is a material noncompliance by you, your occupants or guests with any of the terms and conditions of this Lease Contract or noncompliance with K.S.A. 58-2555 and amendments thereto materially affecting health and safety, we may deliver a written notice to you specifying the acts and omissions constituting the breach and that the Lease Contract will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is capable of being cured by repairs or the payment of damages or otherwise, this notice will also advise you that you have fourteen (14) days within which to cure or to commence a cure of the breach in order to avoid lease termination.

9.6 COMPLIANCE WITH CURFEW: Any resident or occupant under the age of eighteen shall not be present in any common area after the curfew set by applicable city, county or state law enforcement agency.

Your Initials _____

9.7 PHOTO RELEASE: By signing this agreement I hereby grant the owner permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other considerations. I understand and agree that these materials will become property of the owner. I hereby irrevocably authorize the owner to edit, alter, copy, exhibit, publish, or distribute this photo for purposes of marketing and selling their product. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness occurs. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

10. COPIES AND ATTACHMENTS

This original Lease Contract is executed for us and one copy will be provided for you. Our Residential Handbook will be attached to the Lease Contract and given to you at signing. When the Check In / Out form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed. In the event of any conflict between the terms of the documents checked below and the Lease Contract, the terms of the Lease Contract shall prevail.

- ☒ Residential Handbook
- ☒ Check In / Check Out
- ☒ Lead Based Paint Disclosure
- ☐ Animal Addendum
- ☐ Personal Guarantee of Payment
- ☒ Water/Utility Addendum
- ☐ Other: _____
- ☐ Other: _____

Resident: _____	Date: _____
Resident: _____	Date: _____
Resident: _____	Date: _____
Resident: _____	Date: _____

Owner or Owner's Representative (signing on behalf of owner)

Owner: _____	Date: _____
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Address and phone number of owner's representative for notice purposes:

Graystone
2512 West 6th Street
Lawrence, Kansas 66049
(785) 843-7333

LEASE SIGNERS

Home Phone # : (____) _____	Home Phone # : (____) _____
Cell Phone # : (____) _____	Cell Phone # : (____) _____
Work Phone # : (____) _____	Work Phone # : (____) _____
Email Address: _____	Email Address: _____
Emergency Contact Phone # : (____) _____	Emergency Contact Phone # : (____) _____
Emergency Contact Name: _____	Emergency Contact Name: _____
Home Phone # : (____) _____	Home Phone # : (____) _____
Cell Phone # : (____) _____	Cell Phone # : (____) _____
Work Phone # : (____) _____	Work Phone # : (____) _____
Email Address: _____	Email Address: _____
Emergency Contact Phone # : (____) _____	Emergency Contact Phone # : (____) _____
Emergency Contact Name: _____	Emergency Contact Name: _____

LEASE GUARANTORS

Home Phone # : () _____
Cell Phone # : () _____
Work Phone # : () _____
Email Address: _____
Emergency Contact Phone # : () _____
Emergency Contact Name: _____

Home Phone # : () _____
Cell Phone # : () _____
Work Phone # : () _____
Email Address: _____
Emergency Contact Phone # : () _____
Emergency Contact Name: _____

Home Phone # : () _____
Cell Phone # : () _____
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Email Address: _____
Emergency Contact Phone # : () _____
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Email Address: _____
Emergency Contact Phone # : () _____
Emergency Contact Name: _____