LEASE FOR SINGLE FAMILY RESIDENCE

(Kansas Form LJC 0380R)

THIS AGREEMENT is made this Jan. 1, 2016 between **Ernest J. Straub Jr Owner,** hereinafter called Lessor, and David J. Straub, hereinafter called Lessee. The name and address of the person authorized to manage the premises is Ernest J. Straub Jr 18500 w 66 terrace Shawnee KS 66228

1. PREMISES, OCCUPANCY and TERM

a) Lessor does hereby lease to Lessee for the term of this agreement the premises commonly known as 15520 E. Birch Cir Willow, AK 99688, for use only as a dwelling and for occupancy by only one household consisting of a maximum of one adult named above and No animals or pets.

b) This agreement shall be for a term of 24 months, beginning on Jan 1, 2016 and ending Dec. 31, 2017.

2. RENT PAYMENTS

a) **For the use and rent of the premises Lessee agrees to pay $1,100, payable at 18500 W 66 Terrace Shawnee KS. The first rent payment of $200.00 per month. Rent do on the first of the month and late past the 5th of the month.** If full payment of Lessee's account is not received by Lessor within three (3) days following the due date set forth above, a late charge equal to five (5) percent of the sum due will be assessed against Lessee. Failure to pay the sum due and the late charge within five (5) days following the due date set forth above shall be grounds for Lessor to terminate this agreement.

b) If Lessor accepts Lessee's personal check in payment of rent, acceptance is conditioned upon such check clearing Lessee's bank when first presented. In the event such check does not clear when presented, Lessee will be assessed a returned check charge of $25 in addition to the late charge. Except at the beginning of the initial lease term, no apportionment of rent shall be made on a daily basis, and occupancy or use of the premises by Lessee for one or more days during a monthly rent period shall cause Lessee to be responsible for payment of rent for the full period.

3. SECURITY DEPOSIT

a) Lessee has deposited with Lessor the sum of money identified below as a security deposit for application against the amount of damages, which Lessor may suffer by reason of Lessee's noncompliance with state law and this agreement. **The security deposit shall be forfeited to Lessor if Lessee uses or applies the security deposit at any time in lieu of payment of rent, and Lessor may recover the rent due in addition to retaining the security deposit.**

Residence deposit $ 200.00

Total Pet Deposit $ N/A Non Refundable Pet Deposit Portion $ N/A

Total deposit $ 200.00

In the event additional persons occupy the premises during the term of this agreement the lessor at his option may terminate this agreement or may increase the residence deposit to a maximum amount equal to one (1) month's rent.

In the event a pet or pets when none is permitted, or a different or an additional pet or Deposit pets when any described pet is permitted, are kept on the premises during the term of this agreement, Lessor at his option may terminate this agreement or may require a pet deposit, or increase the existing pet deposit, to a maximum amount equal to one-half (1/2) month's rent, and/or increase the residence deposit to a maximum amount equal to one (1) month's rent.

Under no circumstances will Lessor increase the total security deposit to an amount in excess of two (2) months' rent.

Initials DJS

b) Lessor and Lessee state and agree that the rent set forth in this agreement has been agreed to by Lessor in reliance on Lessee's assurances and covenants that Lessee will occupy the premises for the full lease term and will comply with the terms and conditions of this agreement and all addendums thereto. Lessor and Lessee further state and agree that the rent set forth in this agreement is not intended to be, and is not, sufficient to compensate Lessor for expenses that Lessor would incur if this agreement is terminated before expiration of the agreed term. Therefore, in the event of termination before expiration, during a lease term of five (5) months or longer, resulting from a breach of or noncompliance by Lessee with this agreement, Lessee agrees to pay Lessor for such expenses including, but not limited to, charges at prevailing rates made by Lessor for services required in exhibiting the premises and securing a replacement occupant and in preparing the premises for replacement occupancy, and for the cost of utilities and maintenance services required and the rent income lost by Lessor during any period from the date Lessee vacates to the effective rent-paying date of a new rental agreement, or to the expiration date of this agreement, if sooner. In the event of termination before expiration under any circumstances, or upon expiration of this agreement, Lessee agrees to pay Lessor for charges at prevailing rates made by Lessor for services required in performing or contracting for cleaning, maintenance tasks, repairs and replacements for which Lessee is responsible by law and this agreement, and to pay Lessor for lost rent income on a daily basis for the time required to accomplish such work, whether performed by Lessor or others.

c) Following the termination date of this agreement, Lessor shall return the balance of the security deposit to Lessee, together with a written notice itemizing any expenses, damages, other legally allowable charges and accrued rent deducted therefrom, by mailing same to Lessee's last known address within fourteen (14) days after determination of the amount of such expenses, damages and charges, but in no event to exceed thirty (30) days after the termination date of this agreement, or thirty (30) days after recovery of possession of the premises by Lessor if such follows the termination date of this agreement. Lessee understands and agrees that the security deposit is not prepayment of rent, that it may be held in a depository selected by Lessor, that Lessor shall have no obligation to pay or account to Lessee for any interest or earnings from such security deposit, that it does not constitute a trust fund and may be commingled with other funds of Lessor.

4. EXPIRATION AND RENEWAL

a) Not later than the periodic rent-paying date two (2) months prior to expiration of this agreement Lessee shall notify Lessor of either Lessee's intention to vacate the premises at expiration of the lease term or Lessee's desire to re-rent the premises for an additional term. In order for Lessee to re-rent the premises it will be necessary that a new rental agreement be agreed on and executed prior to forty-five (45) days before expiration of the term of this agreement. In the absence of such new agreement, Lessee agrees to deliver possession of the premises to Lessor on the expiration date of this agreement without further notice from Lessor, and should Lessee fail to so comply, Lessee shall be liable for damages as provided by law.

b) Notwithstanding the provisions of 4a above, upon expiration of the term of this agreement, in the absence of a new written agreement signed by and delivered to both of the parties but with the payment and acceptance of rent without reservation by the respective parties, a month-to-month tenancy shall exist and all applicable provisions of this agreement shall apply to such tenancy. Either party may terminate a month-to-month tenancy without showing cause, by a written notice given to the other party stating that the tenancy shall terminate at the end of the day preceding a periodic rent-paying date not less than thirty (30) days after receipt of the notice.

5. LESSOR'S AGREEMENTS

Except where prevented by an act of God, the failure of public utility services or other conditions beyond Lessor's control, and subject to the performance of any specified repairs and maintenance tasks by Lessee as set forth in this agreement, Lessor agrees:

a) To comply with applicable building and housing code requirements materially affecting health and safety; and

b) 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 Lessor.

6. LESSEE'S AGREEMENTS

Lessee expressly agrees:

a) To pay for all utility costs and services including electricity, gas, water, garbage collection and trash hauling;

b) To be responsible for any destruction, defacement, damage, impairment, or removal of any part of the premises, and of any furnishings, furniture and appliances provided, caused by an act or omission of Lessee or by any person or animal or pet on the

Premises at any time with the express or implied permission or consent of Lessee; to pay for, or to perform when so agreed with Lessor, the repair of any such physical damage as it occurs during the term of this agreement and any extensions and renewals thereof;

c) To be responsible for all damages including those which might exceed the amount of the security deposit;

d) To keep the premises including the living areas and yard, and any garage and basement, clean and safe; to replace all broken or cracked glass and all defective screens; to keep the premises free of infestation by insects and pests other than termites, and to notify Lessor if evidence of termites is found;

e) To keep clean the furnace, water heater, all plumbing fixtures, and any furnishings, furniture and appliances provided; to replace the furnace filter at least twice each year and more frequently if necessary; to keep any garbage disposer free of obstruction and of clogging from grease; to keep all drain lines free-running.

f) To provide and maintain appropriate receptacles for the storage and removal of all ashes, rubbish, garbage and other waste, and to remove said wastes from the premises in a clean and safe manner;

g) To keep the grass and weeds cut on a regular basis and to rake and remove leaves; to provide ordinary care to grass, shrubs, bushes and trees, including watering during extended dry periods, and to notify Lessor in the event of disease, infestation or casualty of same; to keep fence lines free of leaves, litter, tall grass, weeds and volunteer growth; to keep roof gutters free of leaves, other objects and debris; when necessary, and after turning off the system, to hose away with a garden hose all matter obstructing the flow of air past the heat exchanger fins of any air conditioning compressor unit, and to keep the area around such unit free of tall grass, weeds and other obstructions; to remove all snow and ice from walkways and paved areas;

h) Not to park any vehicle on lawn areas; not to park or store any non-operable vehicle, or any boat, trailer or equipment for more than seventy-two (72) hours in the driveway, yard, parking area or street adjoining the premises; not to disassemble and/or repair vehicles, engines, equipment, or any parts thereof, except within the confines of the garage or similar enclosure.

i) Not to attach decals to any surface other than glass; not to use tape to attach posters or other objects to any papered or painted surface; not to insert nails, screws or other fasteners in any masonry or finished wood surface; to use only the minimum number of push-pins or small brad-type nails as necessary for hanging items on wall surfaces other than masonry and finished wood;

j) To make no alterations on the premises including redecorating or painting, changing of locks, attaching or installing any item to walls or ceilings or any part of the premises, without the written consent of Lessor or his agent;

k) To use in a reasonable manner any furnishings and furniture provided, and all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances on the premises;

l) To report to Lessor immediately any defective condition of the premises which comes to Lessee's attention, which Lessee has reason to believe is the duty of Lessor to repair and which Lessee has reason to believe is unknown to Lessor; to be responsible for any liability, damage or injury resulting to Lessor as a result of Lessee's failure to carry out the duty imposed by this provision;

m) To notify Lessor of any absence from the premises for more than seven (7) days, no later than the first day of any such extended absence;

n) Not to engage in conduct, or allow any person or animal or pet on the premises with the express or implied permission or consent of Lessee to engage in conduct, that will disturb the neighbors' quiet and peaceful enjoyment of their premises;

o) Not to conduct business activities or to provide services for pay on the premises; not to use the premises or permit the use thereof in such manner as to void or increase the rate of insurance thereon; to comply with all laws and ordinances, and any homes association covenants and deed restrictions; and to save harmless the Lessor and manager on account of all added charges or damages for nonobservance thereof;

p) Not to sublet the premises or any part thereof or to assign this agreement by his own act, or permit it is assigned by process or operation of law or in any manner whatsoever, without the written permission of Lessor or his agent endorsed on this agreement;

q) To deliver all keys for the premises to Lessor or his agent or manager immediately upon vacating the premises;

Initials D.S.S.

r) Additional agreements: The attached addendum is hereby made part of this agreement.

7. JOINT AGREEMENTS

The parties jointly agree that:

a) All adults living on the premises shall be jointly and severally liable for the rent due under this agreement and the performance of the terms and conditions of this agreement;

b) When vacating the premises, or during an absence from the premises, during the months of October through March, Lessee shall not cause those utility services necessary for heating the dwelling to be shut off by reason of Lessee's act or omission, without giving prior notice to Lessor; Lessee shall be responsible for any damages caused by Lessee's failure to carry out the duty imposed by this provision;

c) Lessor shall have the right to enter the premises at reasonable hours, after advance notice to Lessee, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the premises to prospective or actual purchasers and mortgagees, appraisers, contractors and workmen, and during the final forty-five (45) days of the tenancy to exhibit the premises to prospective occupants;

d) Forty-five (45) days prior to the expiration or any termination date of this agreement, Lessor shall have the right to place on the premises a sign offering the premises for rent, lease or sale;

e) Lessee will deliver the premises, and any furnishings, furniture and appliances provided, to Lessor upon expiration or termination of this agreement in as good condition, order and cleanliness as when received, as shown by the written record of the Joint Inspection and Inventory of Premises which the parties agree to conduct jointly within five (5) days prior to initial occupancy by Lessee or upon delivery of possession, if sooner;

f) In the event of noncompliance by either party with the terms and conditions of this agreement the other party may terminate this agreement in the manner prescribed by law; and at all times the parties may avail themselves of any rights and remedies possessed by or available to them under law, and the absence of a recital of such rights and remedies in this agreement shall not be construed as a waiver of any such right or remedy by either party;

g) This agreement shall be binding on the heirs, administrators, executors and assigns of the parties hereto;

h) No oral agreements or representations by the rental agent or by the Lessor or Lessee shall be binding on either party and this agreement constitutes the entire agreement between the parties;

i) By their signatures the parties acknowledge they have read and understand this agreement, and Lessee specifically acknowledges an understanding of the obligations imposed on Lessee by paragraph 3b of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement in **one** (1) copy.
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Lessor or Manager	1-1-2016 Date	Lessee	1-1-2016 Date
		Lessee	Date
		Lessee	Date

Any provision of this agreement, which is Prohibited by law, or which is void or voidable under law, shall be void, and such Invalidity shall in no way affect any other Provisions of this agreement.

Initials D.J.S.

LEASE ADDENDUM

Additional Agreements:

Lessor agrees to provide **3**-smoke detector(s) in the premises; Lessee shall be responsible for replacing batteries as needed and shall notify Lessor should the appliance(s) become defective or inoperable.

Lessee is aware that owner's or Lessor's insurance does not cover and is not intended to cover any loss or damage to Lessee's personal property. Lessee agrees to maintain Lessee's own renter's insurance (liability insurance in the amount of at least $100,000.00 and personal property insurance), and shall provide written evidence thereof at Lessor's request; Lessee shall cause Lessor to be named as an additional insured under such renter's insurance policies. Lessor shall not be responsible for damage or theft to Lessee's personal property.

Lessee is not permitted to operate a day care business, licensed or otherwise, in the leased premises. Lessee shall not operate any business or provide services for pay in the premises.

In the event repairs or maintenance, described herein as being the responsibility of the Lessor, are required, the Lessee shall notify Lessor or manager. Lessee shall not repair or cause to be repaired any such item without authorization of Lessor or manager. Lessee may never deduct any costs whatsoever for any expenses from the monthly rental payment.

Premises are located within a homes association governed by certain covenants and restrictions. Lessee agrees to comply with all applicable covenants and restrictions.

Lessee and/or visitors are not permitted to smoke on the premises.

LEASE ADDENDUM 2

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women.

Ernest J. Straub Jr, Lessor, has no knowledge, reports or records of lead-based paint and/or lead based paint hazards in the above premises.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

E J Straub 1-1-2016
Lessor Date

1-1-2016
Lessee Date

Lessee Date

Initials_____

STANDARD MOVEOUT CHARGES

Items	Charge
Clean out fireplace	$15.00
Refrigerator – Dirty	$25.00
Refrigerator – Missing items	$15.00 per missing item
Stove – Dirty	$25.00
Stove Drip Pans Dishwasher	$35.00
– Dirty Countertops/Cabinets	$25.00
– Dirty	$25.00
Bathrooms & Bedrooms – Dirty – Attempted to clean	$50.00
Bathrooms & Bedrooms – Dirty – No attempt to clean	$200.00
Closets – Dirty	$15.00 per closet
Any items/furniture left in Unit	$25.00 per item
Debris/Trash removal	$50.00 per hour
House key not turned in	$25.00
Mailbox key not turned in (if applicable)	$25.00
Windows/Screens/Doors/Blinds/Patio Doors – Dirty	$25.00/each
Windows/Screens/Doors/Blinds/Patio Doors – Broken	Per repair bid
Painting needed for excessive wear/damage	Per repair bid
Wall Damage – Fist size	$50.00
Wall Damage – Larger than fist size	Per repair bid
Carpet – Dirty	$25.00 per room
Carpet – Stained	$75.00 per room
Carpet – Replacement (1 year old upon move-out)	83% of replacement
Carpet – Replacement (2 years old upon move-out)	67% of replacement
Carpet – Replacement (3 years old upon move-out)	50% of replacement
Carpet – Replacement (4 years old upon move-out)	34% of replacement
Carpet – Replacement (5 years old upon move-out)	17% of replacement
Floors – Dirty	$25.00 per room
Floors - Stained	$50.00 per stain

Return of Deposit

(The above list is not an all-inclusive list. There may be other charges assessed.) After all of the above conditions have been complied with, and lawful deductions have been made, the balance of the security deposit will be mailed to Tenant's forwarding address or addresses, along with an itemized accounting of any deductions within the time permitted by law. DEPOSITS PAID TO HOLD A UNIT WILL BE FORFEITED IF YOU DO NOT TAKE POSSESSION OF SAID UNIT.

Interest

Landlord will keep all interest, if any, earned on Tenant's security deposit unless otherwise prohibited by law.

Cleaning Instructions

1. All kitchen appliances must be cleaned thoroughly – including stovetop, oven, refrigerator, dishwasher and disposal.
2. All kitchen & bath cabinets must be cleaned inside and out and totally free of debris.
3. All kitchen & bath sinks, tubs, and toilets must be clean.
4. All vinyl floors mopped and carpet vacuumed.
5. Total residence free from debris including pantry, linen storage and closets.
6. All accessories furnished such as ice trays, broiler pan & tray, light bulbs and keys must be operable and returned undamaged.

TENANT DANIOT Stewart DATE 1-1-2016

TENANT_____ DATE_____

LANDLORD_____

BY_____ DATE_____

Earnest J. Straub
18550 West 66 Terrace
Shawnee, KS 66215

Tuesday, April 26, 2016

David J. Straub
15520 East Birch Circle
Willow, Alaska 99688

I, Earnest J. Straub, herein after referred to as "Lessor" am amending the lease agreement for 15520 East Birch Circle, specifically to allow David J. Straub, herein after referred to as "Lessee" to conduct any business within the property limits.

Lessee shall be responsible for any and all business licensing and permitting. Lessor shall not be responsible for any actions of Lessee and Lessee's business.

Signed on this 26th Day of April, 2016.

Earnest J. Straub