

## RENTAL AGREEMENT

**THIS AGREEMENT** executed on the \_\_\_ day of \_\_\_\_\_, 2008, between \_\_\_\_\_, hereinafter called Tenant and Caplingers, LLC, hereinafter called Landlord, of the property commonly known as 810 Howard Ave., Apt. # \_\_, City of Effingham, Atchison Co., Kansas and everything in the property.

**RENTAL PAYMENTS-** The Tenant agrees the following amounts on the 2<sup>nd</sup> day of each month during this agreement:  
Rent \$ \_\_\_\_\_.00

Refrigerator and Kitchen Stove Included, Utilities-Tenant pays Gas & Electric, Landlord pays trash, water & sewer. These amounts total \$\_\_\_\_.00 which is the total monthly rent. Rent payments shall commence on the \_\_\_ day of \_\_\_\_\_, 2008 and \$\_\_\_\_.00 on the same day of each month and continue month to month thereafter until either party shall give notice according to state law.. Rent payments are due and payable within five (5) days after the date set forth above.

**NOTICE-** The Tenant is hereby notified that they shall pay each monthly payment to Landlords by check, money order or cash payable to Caplingers, LLC and have delivered to their at office at 417 Main St., Box 209; Effingham, Ks.

**LATE CHARGES-**Should the lessee's rent payment not be received in full, including any past due rent and/or charges, at the above mentioned place of payment within five days of the rent due date, a late charge of \$10.00 will be added to the outstanding balance. The total balance will then be due and payable. Delays arising from the use of the mail by lessee to forward rent payment shall not excuse lessee from timely payment.

**SECURITY DEPOSIT-** The Tenants will deposit the sum of \$ \_\_\_\_.00 as a security deposit which is hereby acknowledge as received and will be held by the Landlord for application against the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Tenants' non-compliance with Section 16 of the Kansas Landlord-Tenant Act and this Rental Agreement. The Landlord may retain only that portion of subject deposit as is necessary to make them whole for any losses caused by the Tenants for damages or clean-up expenses or the entire deposit if Tenants attempt to apply the deposit as rent. The Tenants agree and understand that any security deposit is not prepayment of rent, does not constitute a trust fund, may be deposited in any bank or depository selected by Landlord, may be commingled with Landlord's funds and the Landlord shall be under no obligation to pay or account to Tenants for any interest, earnings or increments accruing to Landlord from the use of any such security deposit.

**LANDLORD'S AGREEMENTS-** Except where prevented by an act of God, the failure of public utility services, or other conditions beyond the Landlord's control, the landlords agree to pay for all major repairs to the electrical, plumbing, sanitary and heating systems.

**TENANT'S AGREEMENTS-** The Tenants agree:

1. *not to board within the premises of the home a pet;*
2. *to promptly pay for all bills for utilities used on said premises;*
3. *to be responsible for all minor repairs to said premises;*
4. *to keep the premises as clean and safe as the condition of the premises permit;*
5. *to remove from such Tenants' dwelling all ashes, rubbish, garbage and other waste in a clean and safe manner.*  
**MAKE SURE GARBAGE MAKES IT INTO DUMPSTER AND NOT ON GROUND.**
6. *to keep all plumbing fixtures in the dwelling used by Tenants as clean as their condition permits;*
7. *to use in a reasonable manner all electrical, plumbing, sanitary, heating and other facilities;*
8. *to be responsible for any destruction, defacement, damage impairment or removal of any part of the premises caused by an act or omission of the Tenants or by any person or animal on the premises at any time with the express or implied permission or consent of the Tenants;*
9. *to notify the Landlords promptly of any damage caused by the Tenants, their invitees or family and any damage to the property of which the Tenants have knowledge;*
10. *not to sublet or assign this Rental agreement or any part thereof by their own act, process or operation of law or in a manner whatsoever without the written consent of the Landlords endorsed on this agreement. (Expected occupants number 3)*
11. *to make no alterations in the premises without the written consent of the landlords;*
12. *to be responsible for all damages, including those which might exceed the amount of the security deposit.*
13. *to use the premises so as not to create a nuisance to the neighbors by reason of noise*

**MISCELLANEOUS-** The parties acknowledge that they are bound by the provisions of the Kansas Landlord-Tenant Act.

This agreement shall be binding on the heirs, administrators, executors or assigns of the parties hereto.

By their signatures, the Tenants and Landlords acknowledge that they have read this agreement and all terms and conditions were explained to their satisfaction.

\_\_\_\_\_  
-Tenant

\_\_\_\_\_  
Stephen W. Caplinger, Manager  
Caplingers, LLC-Ldld