

Herein referred to as TENANT

WITNESSETH: That Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, the premises known as **2520 E. LINCOLN #101, WICHITA KS 67211** Hereinafter referred to as the premises, to use and occupy strictly as a private residence by Tenant and those members of the family of Tenant whose names and ages are hereinafter specifically set forth and not otherwise, for a term of commencement on the **27TH day of AUGUST 2021**, and to end on the **28TH day of FEBRUARY 2022**, unless sooner terminated as hereinafter provided. Tenant yielding and paying during the continuance of this lease unto Landlord for rent of Premises for said term the sum of **THREE THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS & 00/100 (\$3,527.00)** in lawful money of the United States payable in monthly installments of **FIVE HUNDRED SEVENTY-FIVE DOLLARS & 00/100 (\$575.00)** in advance upon the first day of each month hereof; prorated rent due for **4** days during the month of **SEPTEMBER 2021**, in the amount of **SEVENTY-SEVEN DOLLARS & 00/100 (\$77.00)** to be paid on the **27TH day of SEPTEMBER 2021**. The monthly rental includes: **RANGE, REFRIGERATOR, DISHWASHER, CARPET, BLINDS, WATER, GAS FOR HOT WATER, TRASH & LAWN CARE**. Utilities to be paid by Tenant are: **ELECTRIC & GAS**.

- 1. CHARACTER OF OCCUPANCY:** It is hereby expressly understood and agreed by Tenant that the character of the occupancy of the premises as a residence and the limitation of the same to the members of Tenant's family herein expressly designated is a special consideration and inducement for the granting of this lease by Landlord to Tenant. Tenant covenants and agrees that Tenant will not, without Landlord's previous written consent, use, suffer or permit the premises, or any part thereof, to be used for any purpose other than that of a strictly private dwelling and Tenant further covenants and agrees that the premises shall be used and occupied only by the members of Tenant's family or others whose names and ages are set forth below:

NAME	AGE	RELATIONSHIP TO TENANT
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- 2. SECURITY DEPOSITS:** Tenant has deposited and Landlord herewith has acknowledged the receipt of **\$575.00** which Landlord is to retain as security for the faithful performance of all the covenants, conditions and agreements of the lease, but in no event shall Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions or agreements, but Landlord may so apply the security at its option. Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord shall be returned to Tenant when this lease is terminated according to these terms, and in no event is the security to be returned until Tenant has vacated the premises and delivered possession to Landlord. Said security is to draw no interest and Landlord shall not be obliged to keep the security as a separate fund but may mix the security with its own funds while held by Landlord. In the event that Landlord repossesses itself of the premises because of Tenants' default or failure to carry out the covenants conditions or agreements of this lease, Landlord may retain and apply the said security against all damages suffered by the Landlord to the date of said repossession or shall accrue thereafter by reason of Tenants' default or breach. After vacancy, the balance of the security deposits will be sent to the last known address of the vacating Tenant within 14 days after the determination of expenses or other charges, such as damages, missing property, cleaning costs, unpaid rent, unreturned keys, but in any event within 30 days after the date Tenant vacates. **TENANT SHALL NOT APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT OR USE OR APPLY SUCH TENANT'S SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT.** If a Tenant fails to comply with the foregoing sentence the security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.
- 3. RULES AND REGULATIONS:** Tenant promises and agrees for himself, the members of this family and his invitees, licensees, and guests to consult and conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that Landlord may deem necessary for the protection of the premises and general comfort and welfare of the occupants of the same. Landlord agrees that Tenant may use common areas pursuant to rules and regulations in common with other Tenants of Landlord.
- 4. ASSIGNMENT:** It is expressly understood and agreed by Tenant that Tenant's leasehold interest may not be assigned or sublet in whole or in part without in each case having first obtained the written consent of Landlord. Any attempt to assign without such consent shall constitute a forfeiture of all right, title and interest in this lease.
- 5. ACCESS:** Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the dwelling unit without consent of Tenant in case of an extreme hazard involving the potential loss of life or severe property damage. Landlord shall not abuse the right of access or use it to harass Tenant. If an appointment is scheduled with tenant for access to residence, tenant will be charged a \$50.00 "trip charge" if tenant is not present at the agreed upon time of appointment. If Tenant plans to be absent from premises for 7 days or longer, Landlord must be notified concerning length of absence before Tenant leaves.
- 6. ALTERATIONS:** Tenant shall make no alterations, repairs, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, repairs, additions or improvements upon the premises made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term hereof. If Tenant has altered the leased premises, Landlord shall have the right at the termination of the lease to require Tenant at Tenant's expense to repair and restore said premises to their former condition and failing to do so Tenant shall be liable for all costs and expense thereof incurred by Landlord. Any damage to the premises during Tenant's occupancy or caused by Tenant's removal of property shall be promptly repaired by Tenant, and failing to do so he shall be liable to Landlord for the cost and expense thereof.
- 7. CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises prior to the signing of this lease, and has known the condition thereof and that no representations as to the condition or state of repairs thereof have been made by Landlord or its Agents which are not herein expressed and Tenant hereby accepts the premises in their present condition at the date of the execution of this lease. Landlord warrants that he will provide without additional charge those utilities checked in preface of lease. However, Landlord is not responsible for the interruption of utilities beyond his control.
- 8. ACTS OR OMISSIONS OF OTHERS:** Landlord and its employees or agents or any of them shall not be responsible or liable to Tenant for any loss, damages, or injuries that may be occasioned by or through the acts or omission of other tenants, their guests, licensees or invitees occupying any other part of the building of which the premises are a part, or of persons who are trespassers or for any loss or damage resulting to Tenant or his property from bursting, stoppage, backing up or running of water or sewers or gas, electricity or caused in any other manner whatsoever. Landlord shall not be liable to Tenant or his invitees, guests or licensees for any loss whatsoever which Tenant or his invitees, guests or licensees may sustain by way of damage to personal property or injuries growing out of any cause or caused whatsoever, including by way of example, without limiting the generality of the foregoing, loss

BRANSON PROPERTY MANAGEMENT, INC.

RULES AND REGULATIONS

The Owner and Tenant acknowledge the following rules and regulations are in full force and effect for the attached leased premises, that said rules are to promote the convenience, safety, peace or welfare of the Tenants in the premises, preserve the Owner's property from abusive use, and make a fair distribution of services and facilities held out for the Tenants generally. The Tenant acknowledges that he has notice of these rules at the time he entered into the rental agreement, said acknowledgment being indicated by Tenant's signature below.

QUIET ENJOYMENT: Every Resident is entitled to quiet enjoyment of the premises he rents. If you feel endangered by anyone, call the police! If you are unreasonably bothered by another Resident or his guests or pets, call us. We will not tolerate one Resident continuing to disturb his neighbors.

MULTI-FAMILY LIVING CAN AND WILL BE ONE OF THE MOST ENJOYABLE PERIODS OF YOUR LIFE IF EVERYONE WILL REMEMBER A FEW SIMPLE RULES THAT WILL PREVENT ANY UNNECESSARY DISTURBANCE FOR YOU AND YOUR NEIGHBORS.

- 1. Playing of radios, TV, stereo, etc., must be done at reasonably quiet levels, as other Residents prefer to listen to their own sets.
- 2. Playing on walks or parking lots is not permitted. All toys will be kept in your apartment.
- 3. Sidewalks, entries, passages and stairways shall not be obstructed or used for any purpose than for ingress and egress to and from the respective apartments.
- 4. No outside antenna or wiring of any type for radio, TV, electronic or similar equipment is permitted without the written consent of the Owner.
- 5. No additional locks shall be placed upon any door of the building without written consent of the Owner.
- 6. Do not use over 60 watt bulb in light fixtures.
- 7. Tenants are NOT allowed to paint or decorate their apartment without permission.
- 8. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed. Damage done to the dishwasher, disposal, refrigerator, or electric-gas range shall be paid by tenant.
- 9. Residents are not to store any items in the heating and air conditioning closets. There is a danger of combustion, it shuts off the return air and these closets must be free at all times for maintenance to air conditioners, heating systems and the hot water tanks.
- 10. Per Wichita Fire Department: the use of outdoor cooking grills and smokers are prohibited on apartment balconies and landings. A minimum of 15 feet clearance from any combustible (siding, balconies, decks, etc.,) structures should be maintained.
- 1. Please close windows during periods of rain to prevent water damage.
- 2. No clothes or similar articles shall be hung on the outside.
- 3. The office should be notified if you plan to be out of town for a few days. You should not turn off the heat in the winter; in summer, set the air conditioner at 85 degrees.
- 4. No vehicle, including passenger car or moving van, is to be driven onto the yard. All damages to the yards or to the buildings, caused by the moving or carrying of articles therein, shall be paid by the tenant, or person in charge of such articles.
- 5. Tenants shall take precautions with plants; make sure there is a drip pan under them.
- 6. Tenants shall not abuse sinks or garbage disposals. **DO NOT POUR GREASE IN THEM.** Corn silk, corn shucks, lettuce, celery string or other light material such as this must not be put in disposals.
- 7. Tenant's cars shall be in operable condition, legally tagged and must be moved every three days. Extensive repairs to cars are not permitted on the premises. Failure to comply will result in vehicle being towed away at owner's expense.
- 8. Please report any problems or malfunction in your apartment to the manager, not the maintenance man.
- 9. When possible, it will be of great assistance if you will conduct your business with the manager during normal business hours.
- 10. Please **NO SMOKING inside** of residence. Please dispose of cigarette butts in the proper container, not on the lawn or sidewalk.
- 1. Tenant responsible for replacing batteries in all smoke detectors.

There can be no exceptions to these rules and regulations.

The management reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, fire and cleanliness of the premises and securing the comfort and convenience of all of the occupants thereof.

 08/27/2021

TENANT _____ DATE _____
TENANT _____ DATE _____


TENANT _____ DATE _____
TENANT _____ DATE _____

BRANSON PROPERTY MANAGEMENT, INC.
SECURITY DEPOSIT REFUND REGULATIONS

The Incoming Inspection Report is being attached to our copy of your rental agreement. We suggest you do the same with your copy. It will be the basis for the outgoing Inspection Report when you vacate. We hope we will be able to refund your security deposit in full within thirty days after vacating. You must comply with the following to insure that you are entitled to receive it:

1. GIVE PROPER WRITTEN NOTICE as specified in your rental agreement or lease.
2. TURN ALL KEYS INTO THE OFFICE the day you vacate the premises. Your rent will continue until the keys are checked in. Also, you may be charged an additional \$75.00 per lock if keys are not returned.
OR REQUEST AN INSPECTION FOR REFUND (not including Sundays and Holidays)
3. CLEAN THE PREMISES: (Items as applicable)
 - A. No trash or debris inside or outside.
 - B. Window and door screens in proper place and not damaged or broken; glass not broken. Door tracks and window glass cleaned inside.
 - C. Walls, ceilings and woodwork without any damage or abuse, other than ordinary wear and usage. Cabinets cleaned inside and outside.
 - D. Floors clean, not damaged.
 - E. Electrical fixtures, switches and outlets clean and operative, bulbs in place.
 - F. RANGE CLEAN! Attention should be paid to the stove drip pans, oven and broilers. DO NOT clean drip pans and rings inside self-cleaning oven.
 - G. Refrigerator defrosted, cleaned and turned to setting #1.
 - H. Plumbing fixtures clean and operable.
 - I. Fireplace clean.
 - J. Carpet shampooed and not damaged beyond reasonable wear and usage.
 - K. Blinds or drapes clean and not damaged beyond reasonable wear and usage.
 - L. Lawn not damaged by being driven on.
4. At vacancy, if our inspection reveals work or correction needed in any of the above items, these items will be corrected and/or replaced and the cost charged against your security deposit. If re-painting is required due to any gouges, mars, scratches and marks that cannot be washed off, or stains from smoking, incense or fireplace smoke, part of the painting cost will become a deduction for damages.
5. You will be furnished with an itemized statement detailing the cost of such charges along with a check for any balance of your security deposit. If the charges are greater than the security deposit, you will hereby agree to pay when invoiced. If our inspection shows the premises covered by your lease was left in re-rentable condition, clean and undamaged, your deposit will be refunded in full.
6. We strongly recommend that you see your insurance agent to insure your personal property against loss and to protect yourself with a liability policy. Any damage cause by your occupancy is your responsibility.

I/we have read, understand, and have been furnished a copy of these regulations and agree to the items outlined.

Date 08/27/21 Signature of Lessee 
Date _____ Signature of Lessee _____
Date _____ Signature of Lessee _____

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **16th of November_2023** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #102 Wichita, KS 67211** for a period commencing on the **16th day of November_2023** and ending on **30th day of November_2023**.

Pro-rate:

1. Lessee shall pay a rent of **\$825.00** payable in equal monthly installments of **\$825.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning December 1st, 2023**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL. ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$500.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. SERVICE

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. NOTICES.

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

~~**5. UTILITIES.**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. LESSEE AGREES.

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

E. At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.

F. Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.

G. If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.

H. Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.

I. If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.

J. If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.

K. Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.

L. Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.

M. Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.

N. This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy, obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee, Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor's authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by

  11/16-23

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s)

Date

11-16-23

APARTMENT LEASE:
AGREEMENT OF LEASE, made this
1ST DAY of FEBRUARY 2019 between:

COMMUNITY NAME: **BOULEVARD PLAZA**
BRANSON PROPERTY MANAGEMENT, Agent for Owner

LEASE RENEWAL

Herein referred to as TENANT

WITNESSETH: That Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, the premises known as **2520 E. LINCOLN #104, WICHITA KS 67211** Hereinafter referred to as the premises, to use and occupy strictly as a private residence by Tenant and those members of the family of Tenant whose names and ages are hereinafter specifically set forth and not otherwise, for a term of commencement on the 1ST day of **FEBRUARY 2019**, and to end on the 31ST day of **JANUARY 2020**, unless sooner terminated as hereinafter provided. Tenant yielding and paying during the continuance of this lease unto Landlord for rent of Premises for said term the sum of **FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS & 00/100 (\$4,980.00)** in lawful money of the United States payable in monthly installments of **FOUR HUNDRED FIFTEEN DOLLARS & 00/100 (\$415.00)** in advance upon the first day of each month hereof; prorate rent due for 0 days during the month of **2019**, in the amount of **DOLLARS & 00/100 (\$0.00)** to be paid on the ___ day of **2019**. The monthly rental includes: **RANGE, REFRIGERATOR, DISHWASHER, CARPET, BLINDS, WATER, GAS FOR HOT WATER, TRASH & LAWN CARE.** Utilities to be paid by Tenant are: **ELECTRIC & GAS.**

- 1. CHARACTER OF OCCUPANCY:** It is hereby expressly understood and agreed by Tenant that the character of the occupancy of the premises as a residence and the limitation of the same to the members of Tenant's family herein expressly designated is a special consideration and inducement for the granting of this lease by Landlord to Tenant. Tenant covenants and agrees that Tenant will not, without Landlord's previous written consent, use, suffer or permit the premises, or any part thereof, to be used for any purpose other than that of a strictly private dwelling and Tenant further covenants and agrees that the premises shall be used and occupied only by the members of Tenant's family or others whose names and ages are set forth below:

NAME	AGE	RELATIONSHIP TO TENANT
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- 2. SECURITY DEPOSITS:** Tenant has deposited and Landlord herewith has acknowledged the receipt of \$ **175.00** which Landlord is to retain as security for the faithful performance of all the covenants, conditions and agreements of the lease, but in no event shall Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions or agreements, but Landlord may so apply the security at its option. Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord shall be returned to Tenant when this lease is terminated according to these terms, and in no event is the security to be returned until Tenant has vacated the premises and delivered possession to Landlord. Said security is to draw no interest and Landlord shall not be obliged to keep the security as a separate fund but may mix the security with its own funds while held by Landlord. In the event that Landlord repossesses itself of the premises because of Tenants' default or failure to carry out the covenants conditions or agreements of this lease, Landlord may retain and apply the said security against all damages suffered by the Landlord to the date of said repossession or shall accrue thereafter by reason of Tenants' default or breach. After vacancy, the balance of the security deposits will be sent to the last known address of the vacating Tenant within 14 days after the determination of expenses or other charges, such as damages, missing property, cleaning costs, unpaid rent, unreturned keys, but in any event within 30 days after the date Tenant vacates. **TENANT SHALL NOT APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT OR USE OR APPLY SUCH TENANT'S SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT.** If a Tenant fails to comply with the foregoing sentence the security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.
- 3. RULES AND REGULATIONS:** Tenant promises and agrees for himself, the members of this family and his invitees, licensees, and guests to consult and conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that Landlord may deem necessary for the protection of the premises and general comfort and welfare of the occupants of the same. Landlord agrees that Tenant may use common areas pursuant to rules and regulations in common with other Tenants of Landlord.
- 4. ASSIGNMENT:** It is expressly understood and agreed by Tenant that Tenant's leasehold interest may not be assigned or sublet in whole or in part without in each case having first obtained the written consent of Landlord. Any attempt to assign without such consent shall constitute a forfeiture of all right, title and interest in this lease.
- 5. ACCESS:** Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the dwelling unit without consent of Tenant in case of an extreme hazard involving the potential loss of life or severe property damage. Landlord shall not abuse the right of access or use it to harass Tenant. If an appointment is scheduled with tenant for access to residence, tenant will be charged a \$50.00 "trip charge" if tenant is not present at the agreed upon time of appointment. If Tenant plans to be absent from premises for 7 days or longer, Landlord must be notified concerning length of absence before Tenant leaves.
- 6. ALTERATIONS:** Tenant shall make no alterations, repairs, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, repairs, additions or improvements upon the premises made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term hereof. If Tenant has altered the leased premises, Landlord shall have the right at the termination of the lease to require Tenant at Tenant's expense to repair and restore said premises to their former condition and failing to do so Tenant shall be liable for all costs and expense thereof incurred by Landlord. Any damage to the premises during Tenant's occupancy or caused by Tenant's removal of property shall be promptly repaired by Tenant, and failing to do so he shall be liable to Landlord for the cost and expense thereof.
- 7. CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises prior to the signing of this lease, and has known the condition thereof and that no representations as to the condition or state of repairs thereof have been made by Landlord or its Agents which are not herein expressed and Tenant hereby accepts the premises in their present condition at the date of the execution of this lease. Landlord warrants that he will provide without additional charge those utilities checked in preface of lease. However, Landlord is not responsible for the interruption of utilities beyond his control.
- 8. ACTS OR OMISSIONS OF OTHERS:** Landlord and its employees or agents or any of them shall not be responsible or liable to Tenant for any loss, damages, or injuries that may be occasioned by or through the acts or omission of other tenants, their guests, licensees or invitees occupying any other part of the building of which the premises are a part, or of persons who are trespassers or for any loss or damage resulting to Tenant or his property from bursting, stoppage, backing up or running of water or sewers or gas, electricity or caused in any other manner whatsoever. Landlord shall not be liable to Tenant or his invitees, guests or licensees for any loss whatsoever which Tenant or his invitees, guests or licensees may sustain by way of damage to personal property or injuries growing out of any cause or caused whatsoever, including by way of example, without limiting the generality of the foregoing, loss

other elements. ... loss or injuries from vermin or bugs or every kind and description and loss or injuries from wind, rain, snow, ice or

9. **PERSONAL PROPERTY INSURANCE:** Tenant is responsible for providing his own personal insurance and holds Landlord harmless for any loss or damages to Tenant's personal property.
10. **HAZARD INSURANCE:** Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damages to any of this property if such property is insured against such loss or damage under any valid and collectible insurance policy or policies, but only to the extent of any recovery collected by him under such insurance, subject however, to the limitations that this waiver shall apply only when permitted by the applicable policy or policies of insurance. Landlord and Tenant each hereby further agrees to exert all reasonable efforts, in good faith, to cause any and all policies of fire, extended coverage, and /or material damage insurance now or hereafter carried by him to be endorsed with a subrogation clause providing, in substance, that such insurance shall not be invalidated or affected by the fact that the insured has, prior to the time an insurable loss or damage had occurred there under, waived any or all rights of recovery against any other person or persons for loss of or damage to the insured property.
11. **USES OF PREMISES:** Tenant shall: (a) Comply with all obligations primarily imposed upon Tenants by applicable provisions of building/housing codes materially affecting health and safety; (b) keep the part of the premises that such Tenant occupies and uses as clean and safe as the condition of the premises permit; (c) remove from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner; (d) keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits; (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in accordance with directions of the manufacturer or as directed by Landlord; (f) be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of Tenant or by any person or animal or pet on the premises at any time with the express or implied permission or consent of Tenant; (g) not engage in conduct or allow any person or animal or pet, on the premises with the express or implied permission or consent of Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of other Tenants; (h) not permit any pet on the premises without written permission from Landlord; (i) not permit any waterbed on premises without written permission from Landlord.
12. **FIRE DAMAGE:** In case the premises shall be partially damaged by fire or other cause at any time during the said term, premises shall be repaired by Landlord or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed Tenant, unless the damage be the proximate result of Tenant's negligence, for the time occupied in such repairs excepting: (a) If Tenant can use and occupy the demised premises without substantial inconvenience there shall be no reduction of rent and (b) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any) no reduction shall be made beyond a reasonable time allowed for such adjustment in case the damage by fire or other cause shall amount substantially to the destruction of the premises; then and in that event, this lease shall become null and void and the responsibilities of Landlord and Tenant, each to the other, with reference to the unexpired term, shall cease. If Landlord's repairs are not completed with all reasonable dispatch, Landlord shall nevertheless have no liability to Tenant for any resulting delay in effecting such completion.
13. **JOINT LIABILITY:** In the event that this instrument shall be executed on behalf of Tenant or Tenants by more than one person, then the liability of the persons so signing shall be joint, and several, and a judgment entered against one shall be no bar to an action against the others.
14. **NOTICE OF INJURIES:** In the event of any injuries to Tenant or his family or damage to any property of Tenant or his family through the negligence of Landlord, its agents, and/ or employees, Tenant agrees to give Landlord a written notice of the occurrence of said injury or damage within five days of the happening thereof. Said notice must be in writing and delivered to Landlord at its office.
15. **ADDITIONAL AREAS:** It is expressly understood and agreed by Tenant that if Landlord shall furnish any automobile parking, carports, laundry space, "common areas" as defined below or any other facilities, outside of the Premises herein expressly demised to Tenant, same shall be deemed gratuitously furnished be Landlord and that if any person shall use the same, such person does so at his or her own risk and upon the express understanding and stipulation that Landlord shall not be liable for any loss of property through theft, casualty, or otherwise, or for any damage or injury whatsoever to person or property. "Common areas" as used above shall include if applicable; sidewalks, halls, stairways, parking areas, drives, lawns, swimming pool areas, clubhouse, activity rooms, recreation areas, laundry areas, storage areas, elevators, and other such areas available for use of two or more tenants. Tenant will park only in areas designated by Landlord; Tenant agrees to furnish Landlord with license numbers, make and color of vehicle.
16. **DAMAGES AND WASTE:** Tenant will not as a result of his occupancy cause, allow or permit any waste, misuse or neglect of the premise or of any furnishings therein provided by Landlord and warrants and against the same, and does hereby covenant and agree to pay for all damages so caused, and Tenant further agrees that Tenant will not permit any member of his family, invitees, licensees, or guests to commit such waste or misuse, and in the event that any such persons shall cause waste or misuse, or through their neglect shall cause damages, then Tenant expressly covenants and agrees to pay for all such damages caused. Tenant further covenants and agrees during the continuance of his occupancy of the premises to keep same in as good rentable condition as when taken, reasonable use and wear thereof along excepted. In the event Tenant shall neglect to repair or pay for damages caused by waste, misuse, or neglect as aforesaid, then the amount thereof shall be deemed to be additional rent hereunder, and shall be due from Tenant to Landlord on the first day of the month following the incurring of such damages, and it is further expressly understood and agreed that in the event that Tenant shall fail to make all necessary repairs then Landlord, at its option, may enter upon said premises and make such repairs and the expense so incurred shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expense.
17. **DEFAULT IN PAYMENT OF RENT:** If tenant defaults in the payment of rent hereunder or any part thereof, or any additional rent payable hereunder or if the premises shall become vacant or abandoned, Landlord may re-enter the premises and remove all personal and property there from, in accordance with Kansas Laws.
18. **FLW HOLDING OVER:** If not earlier terminated under other provisions of this Lease, upon expiration of the original term hereof this Lease shall automatically be considered month-to-month tenancy, during which Landlord hereby reserves the right to terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Tenant, and during which Tenant (or, in the event of Tenant's death, any adult member of his family) may terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Landlord accompanied by payment in full of all rent to such termination shall exist only if Tenant is not in default hereunder.
19. **TRANSFER OF SECURITY DEPOSIT:** In the event of a sale of the building of which the premises are a part, Landlord or its assigns, shall have the right to transfer to the purchasers the security deposit paid by Tenant, Landlord, or its assigns, in that event shall be considered released by Tenant from all liability for the return of such security.
20. **SEVERABILITY:** Invalidation of any of the provisions herein contained by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and affect.
21. **WAIVER:** One or more waivers of any covenant, condition, rule or regulation by Landlord shall not be construed as a waiver of a further breach of the same.
22. **LEASE BINDING:** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributes, executors, administrators, successors and except as otherwise provided in this lease, their assigns.
23. **MODIFICATIONS:** Any modifications of this agreement or any collateral agreement with respect to the relationship between Landlord and Tenant shall not be binding upon Landlord unless the same be made in writing and signed by an authorized representative of Landlord. In the event that the lease

herein or any of its provisions or covenants shall be modified or stricken out, or new covenants added thereto, said changes shall not be considered a termination of this instrument, but the same shall continue in full force and effect as so changed.

- 24. **ENTIRE AGREEMENT:** This rental agreement contains the entire agreement between the parties and shall not be changed, modified or discharged except by an agreement in writing signed by Tenant or his legal representative and Landlord.
- 25. **REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of the said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 26. **NOTICE:** Whenever, under this lease, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to Tenant is in writing and posted on the door of the demised premises or addressed to the last known post office address of Tenant, or addressed to the premises and deposited in the mail; and notice to Landlord shall be deemed sufficient notice and service thereof if the notice is in writing addressed to Landlord's last known post office address and deposited in the mail. Notice need be sent to only one Tenant where Tenant consists of more than one person.
- 27. **LOCKOUT CHARGE:** There will be a charge of \$50.00-\$75.00 to Tenant who requests the Landlord to unlock premises which Tenant occupies.
- 28. **APPLICATION AND POSSESSION:** It is expressly understood that this lease is pursuant of the application for Tenancy and that the representatives, conditions and provisions of said application are as much a part of this lease as though incorporated herein. Tenant shall not be entitled to possession of the dwelling herein, or any part thereof, until the full payment of the security deposit and first month's rent as hereinbefore provided, and until vacating of the premises by the prior Tenant.
- 29. **JLW NOTICE TO VACATE:** If Tenant desires to terminate this lease agreement upon the expiration date or on any date thereafter, LANDLORD REQUIRES TENANT TO GIVE WRITTEN NOTICE TO VACATE at least 30 days prior to periodic rental date. Tenant agrees that Landlord has the right to show the premises once a vacate notice has been received.

SERVICE CHARGES:

Tenant hereby agrees that he will pay on demand service charges as follows for extra services required of Landlord by Tenant's failure to pay rent as agreed.

- (A) For failure to pay on or before the 5th:\$50.00
- (B) For each notice posted on Tenant's door (residence/vehicle) or mailed:\$25.00
- (C) For returned Check, Tenant will be responsible for all NSF and related administrative fees.
(No personal checks will be accepted after receiving a returned check)
- (D) Re-leasing fee: (if lease not fulfilled) amount equal to 50% or monthly rental rate at time of vacate.
- (E) All monies received from tenant will first be applied to any previous late charges, utilities or maintenance charges that are owed by the Tenant.

30. **UTILITIES:** Landlord reserves the right, during the term of this lease, upon thirty days written notice, to raise the rental amount equal to the pro-rata increase in the cost of utilities, such as gas, water, electricity, trash service and sewer fees.

31. **RENT CHECK** shall be made payable to: **BOULEVARD PLAZA**
800 E. MT. VERNON, WICHITA KS 67211

The office to be used for notices and requests by Tenant is:
Managing Agent is BRANSON PROPERTY MANAGEMENT

Landlord
By: 
Agent

Tenant 

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of occupancy at this housing complex and/or the execution of renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use, of controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, any member of tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of fire arms, on or near project premises.
6. Violation of the above provisions shall be a Material Violation of the Lease and Good Cause for Termination of Tenancy. A single violation of any of the provisions of the Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of the Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease executed or renewed this day between Landlord and Tenant.

<div style="background-color: black; height: 20px; width: 100%;"></div> _____ Tenant	 _____ Date	<i>Linda L Mark</i> _____ Landlord 2520 E. Lincoln #104	<i>4/1/10</i> _____ Date
 _____ Tenant	 _____ Date		

Electric:
Gas:
Water:

**CENTRAL PLAINS DEVELOPMENT, LLC
MIDWEST VENTURES
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **13th of June 2022** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #105 Wichita KS, 67211** for a period commencing on the **13th day of June 2022** and ending on **30th day of June 2022** and thereafter month by month.

Pro-rate:

1. Lessee shall pay a rent of **\$650.00** payable in equal monthly installments of **\$650.00** in advance at the office of the Lessor, on the **1st** day of each month, beginning **August 1st, 2022.**

July 1st BR 0/8

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$350.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. **UTILITIES.**

A. *Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas and water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.*

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy, obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by 

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s) 

Date 6/13/22

Electric:

Gas:

Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **26th of July, 2024** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #106 Wichita, KS 67211** for a period commencing on the **26th day of July, 2024** and ending on **31st day of August, 2024**.

Pro-rate:

1. Lessee shall pay a rent of ~~\$875.00~~ payable in equal monthly installments of **\$875.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning September 1st, 2024**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

~~a. Lessee has this day deposited the sum of \$500.00 for the performance of this lease.~~

~~b. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2550 and the terms of this lease.~~

~~c. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally incurred charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.~~

~~d. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.~~

~~e. Lessor shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550, Subsection d, of the Residential Landlord and Tenant Act.~~

3. SERVICE

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. NOTICES.

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

~~5. UTILITIES.~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. LESSEE AGREES.

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

~~B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.~~

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E. At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F. Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G. If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H. Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I. If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J. If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K. Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L. Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M. Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N. This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

Q. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

B. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; nor shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; nor shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy, obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee, Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession as required, Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the current area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If two or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be required for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. **HOLDING OVER**

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. **KANSAS LAW GOVERNS**

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by



7-26-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.



Date

July 26th 24

LEASE RENEWAL

Herein referred to as TENANT

WITNESSETH: That Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, the premises known as 2520 E. LINCOLN #201, WICHITA KS 67211 Hereinafter referred to as the premises, to use and occupy strictly as a private residence by Tenant and those members of the family of Tenant whose names and ages are hereinafter specifically set forth and not otherwise, for a term of commencement on the 1ST day of MAY 2018, and to end on the 31ST day of OCTOBER 2018, unless sooner terminated as hereinafter provided. Tenant yielding and paying during the continuance of this lease unto Landlord for rent of Premises for said term the sum of TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS & 00/100 (\$2,760.00) in lawful money of the United States payable in monthly installments of FOUR HUNDRED SIXTY DOLLARS & 00/100 (\$460.00) in advance upon the first day of each month hereof; prorate rent due for 0 days during the month of 2018, in the amount of DOLLARS & 00/100 (\$0.00) to be paid on the ___ day of ___ 2018. The monthly rental includes: RANGE, REFRIGERATOR, DISHWASHER, CARPET, BLINDS, WATER, GAS FOR HOT WATER, TRASH & LAWN CARE. Utilities to be paid by Tenant are: ELECTRIC & GAS.

1. **CHARACTER OF OCCUPANCY:** It is hereby expressly understood and agreed by Tenant that the character of the occupancy of the premises as a residence and the limitation of the same to the members of Tenant's family herein expressly designated is a special consideration and inducement for the granting of this lease by Landlord to Tenant. Tenant covenants and agrees that Tenant will not, without Landlord's previous written consent, use, suffer or permit the premises, or any part thereof, to be used for any purpose other than that of a strictly private dwelling and Tenant further covenants and agrees that the premises shall be used and occupied only by the members of Tenant's family or others whose names and ages are set forth below:

NAME	AGE	RELATIONSHIP TO TENANT
MEHLIA CHAIRS	11 YEARS	DAUGHTER

2. **SECURITY DEPOSITS:** Tenant has deposited and Landlord herewith has acknowledged the receipt of \$ 200.00 which Landlord is to retain as security for the faithful performance of all the covenants, conditions and agreements of the lease, but in no event shall Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions or agreements, but Landlord may so apply the security at its option. Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord shall be returned to Tenant when this lease is terminated according to these terms, and in no event is the security to be returned until Tenant has vacated the premises and delivered possession to Landlord. Said security is to draw no interest and Landlord shall not be obliged to keep the security as a separate fund but may mix the security with its own funds while held by Landlord. In the event that Landlord repossesses itself of the premises because of Tenants' default or failure to carry out the covenants conditions or agreements of this lease, Landlord may retain and apply the said security against all damages suffered by the Landlord to the date of said repossession or shall accrue thereafter by reason of Tenants' default or breach. After vacancy, the balance of the security deposits will be sent to the last known address of the vacating Tenant within 14 days after the determination of expenses or other charges, such as damages, missing property, cleaning costs, unpaid rent, unreturned keys, but in any event within 30 days after the date Tenant vacates. **TENANT SHALL NOT APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT OR USE OR APPLY SUCH TENANT'S SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT.** If a Tenant fails to comply with the foregoing sentence the security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

3. **RULES AND REGULATIONS:** Tenant promises and agrees for himself, the members of this family and his invitees, licensees, and guests to consult and conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that Landlord may deem necessary for the protection of the premises and general comfort and welfare of the occupants of the same. Landlord agrees that Tenant may use common areas pursuant to rules and regulations in common with other Tenants of Landlord.

4. **ASSIGNMENT:** It is expressly understood and agreed by Tenant that Tenant's leasehold interest may not be assigned or sublet in whole or in part without in each case having first obtained the written consent of Landlord. Any attempt to assign without such consent shall constitute a forfeiture of all right, title and interest in this lease.

5. **ACCESS:** Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the dwelling unit without consent of Tenant in case of an extreme hazard involving the potential loss of life or severe property damage. Landlord shall not abuse the right of access or use it to harass Tenant. If an appointment is scheduled with tenant for access to residence, tenant will be charged a \$50.00 "trip charge" if tenant is not present at the agreed upon time of appointment. If Tenant plans to be absent from premises for 7 days or longer, Landlord must be notified concerning length of absence before Tenant leaves.

6. **ALTERATIONS:** Tenant shall make no alterations, repairs, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, repairs, additions or improvements upon the premises made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term hereof. If Tenant has altered the leased premises, Landlord shall have the right at the termination of the lease to require Tenant at Tenant's expense to repair and restore said premises to their former condition and failing to do so Tenant shall be liable for all costs and expense thereof incurred by Landlord. Any damage to the premises during Tenant's occupancy or caused by Tenant's removal of property shall be promptly repaired by Tenant, and failing to do so he shall be liable to Landlord for the cost and expense thereof.

7. **CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises prior to the signing of this lease, and has known the condition thereof and that no representations as to the condition or state of repairs thereof have been made by Landlord or its Agents which are not herein expressed and Tenant hereby accepts the premises in their present condition at the date of the execution of this lease. Landlord warrants that he will provide without additional charge those utilities checked in preface of lease. However, Landlord is not responsible for the interruption of utilities beyond his control.

8. **ACTS OR OMISSIONS OF OTHERS:** Landlord and its employees or agents or any of them shall not be responsible or liable to Tenant for any loss, damages, or injuries that may be occasioned by or through the acts or omission of other tenants, their guests, licensees or invitees occupying any other part of the building of which the premises are a part, or of persons who are trespassers or for any loss or damage resulting to Tenant or his property from bursting, stoppage, backing up or running of water or sewers or gas, electricity or caused in any other manner whatsoever. Landlord shall not be liable to Tenant or his invitees, guests or licensees for any loss whatsoever which Tenant or his invitees, guests or licensees may sustain by way of damage to personal property or injuries growing out of any cause or caused whatsoever, including by way of example, without limiting the generality of the foregoing, loss

- suffered by fire, regardless of origin, loss or injuries from vermin or bugs of every kind and description and loss or injuries from wind, rain, snow, ice or other elements.
9. **PERSONAL PROPERTY INSURANCE:** Tenant is responsible for providing his own personal insurance and holds Landlord harmless for any loss or damages to Tenant's personal property.
 10. **HAZARD INSURANCE:** Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damages to any of this property if such property is insured against such loss or damage under any valid and collectible insurance policy or policies, but only to the extent of any recovery collected by him under such insurance, subject however, to the limitations that this waiver shall apply only when permitted by the applicable policy or policies of insurance. Landlord and Tenant each hereby further agrees to exert all reasonable efforts, in good faith, to cause any and all policies of fire, extended coverage, and /or material damage insurance now or hereafter carried by him to be endorsed with a subrogation clause providing, in substance, that such insurance shall not be invalidated or affected by the fact that the insured has, prior to the time an insurable loss or damage had occurred there under, waived any or all rights of recovery against any other person or persons for loss of or damage to the insured property.
 11. **USES OF PREMISES:** Tenant shall: (a) Comply with all obligations primarily imposed upon Tenants by applicable provisions of building/housing codes materially affecting health and safety; (b) keep the part of the premises that such Tenant occupies and uses as clean and safe as the condition of the premises permit; (c) remove from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner; (d) keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits; (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in accordance with directions of the manufacturer or as directed by Landlord; (f) be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of Tenant or by any person or animal or pet on the premises at any time with the express or implied permission or consent of Tenant; (g) not engage in conduct or allow any person or animal or pet, on the premises with the express or implied permission or consent of Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of other Tenants; (h) not permit any pet on the premises without written permission from Landlord; (i) not permit any watered on premises without written permission from Landlord.
 12. **FIRE DAMAGE:** In case the premises shall be partially damaged by fire or other cause at any time during the said term, premises shall be repaired by Landlord or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed Tenant, unless the damage be the proximate result of Tenant's negligence, for the time occupied in such repairs excepting: (a) If Tenant can use and occupy the demised premises without substantial inconvenience there shall be no reduction of rent and (b) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any) no reduction shall be made beyond a reasonable time allowed for such adjustment in case the damage by fire or other cause shall amount substantially to the destruction of the premises; then and in that event, this lease shall become null and void and the responsibilities of Landlord and Tenant, each to the other, with reference to the unexpired term, shall cease. If Landlord's repairs are not completed with all reasonable dispatch, Landlord shall nevertheless have no liability to Tenant for any resulting delay in effecting such completion.
 13. **JOINT LIABILITY:** In the event that this instrument shall be executed on behalf of Tenant or Tenants by more than one person, then the liability of the persons so signing shall be joint, and several, and a judgment entered against one shall be no bar to an action against the others.
 14. **NOTICE OF INJURIES:** In the event of any injuries to Tenant or his family or damage to any property of Tenant or his family through the negligence of Landlord, its agents, and/ or employees, Tenant agrees to give Landlord a written notice of the occurrence of said injury or damage within five days of the happening thereof. Said notice must be in writing and delivered to Landlord at its office.
 15. **ADDITIONAL AREAS:** It is expressly understood and agreed by Tenant that if Landlord shall furnish any automobile parking, carports, laundry space, "common areas" as defined below or any other facilities, outside of the Premises herein expressly demised to Tenant, same shall be deemed gratuitously furnished be Landlord and that if any person shall use the same, such person does so at his or her own risk and upon the express understanding and stipulation that Landlord shall not be liable for any loss of property through theft, casualty, or otherwise, or for any damage or injury whatsoever to person or property. "Common areas" as used above shall include if applicable; sidewalks, halls, stairways, parking areas, drives, lawns, swimming pool areas, clubhouse, activity rooms, recreation areas, laundry areas, storage areas, elevators, and other such areas available for use of two or more tenants. Tenant will park only in areas designated by Landlord; Tenant agrees to furnish Landlord with license numbers, make and color of vehicle.
 16. **DAMAGES AND WASTE:** Tenant will not as a result of his occupancy cause, allow or permit any waste, misuse or neglect of the premise or of any furnishings therein provided by Landlord and warrants and against the same, and does hereby covenant and agree to pay for all damages so caused, and Tenant further agrees that Tenant will not permit any member of his family, invitees, licensees, or guests to commit such waste or misuse, and in the event that any such persons shall cause waste or misuse, or through their neglect shall cause damages, then Tenant expressly covenants and agrees to pay for all such damages caused. Tenant further covenants and agrees during the continuance of his occupancy of the premises to keep same in as good repair and as clean and safe as the condition of the premises permit, and at the expiration of the term, yield and deliver up the same in the clean, rentable condition as when taken, reasonable use and wear thereof along excepted. In the event Tenant shall neglect to repair or pay for damages caused by waste, misuse, or neglect as aforesaid, then the amount thereof shall be deemed to be additional rent hereunder, and shall be due from Tenant to Landlord on the first day of the month following the incurring of such damages, and it is further expressly understood and agreed that in the event that Tenant shall fail to make all necessary repairs then Landlord, at its option, may enter upon said premises and make such repairs and the expense so incurred shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expense.
 17. **DEFAULT IN PAYMENT OF RENT:** If tenant defaults in the payment of rent hereunder or any part thereof, or any additional rent payable hereunder or if the premises shall become vacant or abandoned, Landlord may re-enter the premises and remove all personal and property there from, in accordance with Kansas Laws.
 18. **HOLDING OVER:** If not earlier terminated under other provisions of this Lease, upon expiration of the original term hereof this Lease shall automatically be considered month-to-month tenancy, during which Landlord hereby reserves the right to terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Tenant, and during which Tenant (or, in the event of Tenant's death, any adult member of his family) may terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Landlord accompanied by payment in full of all rent to such termination shall exist only if Tenant is not in default hereunder.
 19. **TRANSFER OF SECURITY DEPOSIT:** In the event of a sale of the building of which the premises are a part, Landlord or its assigns, shall have the right to transfer to the purchasers the security deposit paid by Tenant, Landlord, or its assigns, in that event shall be considered released by Tenant from all liability for the return of such security.
 20. **SEVERABILITY:** Invalidation of any of the provisions herein contained by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and affect.
 21. **WAIVER:** One or more waivers of any covenant, condition, rule or regulation by Landlord shall not be construed as a waiver of a further breach of the same.
 22. **LEASE BINDING:** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and except as otherwise provided in this lease, their assigns.
 23. **MODIFICATIONS:** Any modifications of this agreement or any collateral agreement with respect to the relationship between Landlord and Tenant shall not be binding upon Landlord unless the same be made in writing and signed by an authorized representative of Landlord. In the event that the lease

herein or any of its provisions or covenants shall be modified or stricken out, or new covenants added thereto, said changes shall not be considered a termination of this instrument, but the same shall continue in full force and effect as so changed.

- 24. **ENTIRE AGREEMENT:** This rental agreement contains the entire agreement between the parties and shall not be changed, modified or discharged except by an agreement in writing signed by Tenant or his legal representative and Landlord.
- 25. **REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of the said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 26. **NOTICE:** Whenever, under this lease, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to Tenant is in writing and posted on the door of the demised premises or addressed to the last known post office address of Tenant, or addressed to the premises and deposited in the mail; and notice to Landlord shall be deemed sufficient notice and service thereof if the notice is in writing addressed to Landlord's last known post office address and deposited in the mail. Notice need be sent to only one Tenant where Tenant consists of more than one person.
- 27. **LOCKOUT CHARGE:** There will be a charge of \$50.00-\$75.00 to Tenant who requests the Landlord to unlock premises which Tenant occupies.
- 28. **APPLICATION AND POSSESSION:** It is expressly understood that this lease is pursuant of the application for Tenancy and that the representatives, conditions and provisions of said application are as much a part of this lease as though incorporated herein. Tenant shall not be entitled to possession of the dwelling herein, or any part thereof, until the full payment of the security deposit and first month's rent as hereinbefore provided, and until vacating of the premises by the prior Tenant.
- 29. **NOTICE TO VACATE:** If Tenant desires to terminate this lease agreement upon the expiration date or on any date thereafter, LANDLORD REQUIRES TENANT TO GIVE WRITTEN NOTICE TO VACATE at least 30 days prior to periodic rental date. Tenant agrees that Landlord has the right to show the premises once a vacate notice has been received.

SERVICE CHARGES:

Tenant hereby agrees that he will pay on demand service charges as follows for extra services required of Landlord by Tenant's failure to pay rent as agreed.

- (A) For failure to pay on or before the 5th:\$50.00
- (B) For each notice posted on Tenant's door (residence/vehicle) or mailed:\$25.00
- (C) For returned Check, Tenant will be responsible for all NSF and related administrative fees.
(No personal checks will be accepted after receiving a returned check)
- (D) Re-leasing fee: (if lease not fulfilled) amount equal to 50% or monthly rental rate at time of vacate.
- (E) All monies received from tenant will first be applied to any previous late charges, utilities or maintenance charges that are owed by the Tenant.

30. **UTILITIES:** Landlord reserves the right, during the term of this lease, upon thirty days written notice, to raise the rental amount equal to the pro-rata increase in the cost of utilities, such as gas, water, electricity, trash service and sewer fees.

31. **RENT CHECK** shall be made payable to: **BOULEVARD PLAZA**
800 E. MT. VERNON, WICHITA KS 67211

The office to be used for notices and requests by Tenant is:
Managing Agent is BRANSON PROPERTY MANAGEMENT

Landlord

By: _____

Agent

Tenant

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **23th of Setpember 2022** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #202 Wichita KS, 67211** for a period commencing on the **23th day of September 202** and ending on **31th day of October 2022**.

Pro-rate:

1. Lessee shall pay a rent of **\$825.00** payable in equal monthly installments of **\$825.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning November 1st, 2022**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$500.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. ~~**UTILITIES.**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas and water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy, obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor's authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by *Scott J. [Signature]* 9-23-22

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s) [Redacted]

Date 9-23-22

Electric:
Gas:
Water:

CENTRAL PLAINS DEVELOPMENT, LLC
MIDWEST VENTURES
RIVERSIDE COLLECTIVE
Lease Agreement

THIS IS A LEASE AGREEMENT entered into this 1st of May_2022 between [REDACTED] and **Midwest Ventures** here in after called "Lessor" and called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E Lincoln #203 Wichita KS, 67211** for a period commencing on the 1st day of May_2022 and ending on 31st day of **October_2022** and thereafter month by month.

1. **MOVE IN SPECIALS:**
2. Lessee shall pay a rent of **\$450.00** payable in equal monthly installments of **\$450.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning May 1st, 2022.**

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. **SECURITY DEPOSIT:**

- A. Lessee has this day deposited the sum of **\$150.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 5.) Water

4. **NOTICES.**

A. *CENTRAL PLAINS PROPERTIES* is the owner's authorized agent and Manager of the development. *CENTRAL PLAINS PROPERTIES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. **UTILITIES.**

A. *Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.*

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.
- O.** In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed, and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month to month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by

 5-1-22

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s)

Date

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **1st of August_2024** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #203 Wichita, KS 67211** for a period commencing on the **1st day of August_2024** and ending on **31st day of July_2025**.

Pro-rate:

1. Lessee shall pay a rent of **\$703.00** payable in equal monthly installments of **\$703.00** in advance at the office of the Lessor, on the **1st day of each month, beginning September 1st, 2024**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$400.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. ~~**UTILITIES.**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

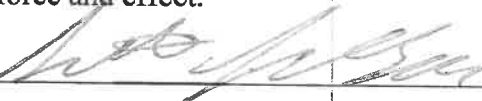
9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by  8-2-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.


Tenant(s)

Date 07-02-24

Electric:
Gas:
Water:

CENTRAL PLAINS DEVELOPMENT, LLC
MIDWEST VENTURES
RIVERSIDE COLLECTIVE
Lease Agreement

THIS IS A LEASE AGREEMENT entered into this 1st of May__2022 between [REDACTED] and Midwest Ventures here in after called "Lessor" and called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E Lincoln #205 Wichita KS, 67211** for a period commencing on the 1st day of May_2022 and ending on 31st day of October__2022 and thereafter month by month.

1. **MOVE IN SPECIALS:**
2. Lessee shall pay a rent of **\$550.00** payable in equal monthly installments of **\$550.00** in advance at the office of the Lessor, on the 1st day of each month, **beginning May 1st, 2022.**

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$495.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 5.) Water

4. **NOTICES.**

A. *CENTRAL PLAINS PROPERTIES* is the owner's authorized agent and Manager of the development. *CENTRAL PLAINS PROPERTIES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. **UTILITIES.**

A. *Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.*

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

E. At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.

F. Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.

G. If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.

H. Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.

I. If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.

J. If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.

K. Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.

L. Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.

M. Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.

N. This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed, and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.


9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month to month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to tile Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by 

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages



4/11/2022
Date

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **28th of Setpember_2022** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E Lincoln #206 Wichita KS, 67211** for a period commencing on the **1st day of October_2022** and ending on **31th day of March_2023**.

Pro-rate:

1. Lessee shall pay a rent of **\$475.00** payable in equal monthly installments of **\$475.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning October 1st, 2022**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

A. Lessee has this day deposited the sum of **\$450.00** for the performance of this lease.

B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.

C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.

D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.

E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 4.) Water

4. **NOTICES.**

A. *MIDWEST VENTUES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. **UTILITIES.**

A. *Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.*

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.
- O.** In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. **CANCELLATION OF LEASE BY LESSEE**

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. **CANCELLATION OF LEASE BY LESSOR**

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

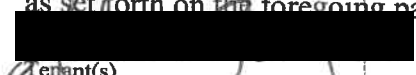
10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

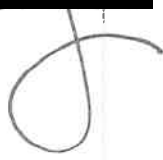
by  _____

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.


tenant(s)

Date

9/29/22



Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **10th of October_2024** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #301, Wichita, KS 67211** for a period commencing on the **10th day of October_2024** and ending on **31st day of October_2024**.

Pro-rate: DWE \$105 for October

1. Lessee shall pay a rent of **\$875.00** payable in equal monthly installments of **\$875.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning November 1st, 2024**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$500.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. ~~**UTILITIES:**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E. At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F. Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G. If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H. Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I. If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J. If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K. Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L. Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M. Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N. This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy, obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by  10-10-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s) 

Date 10/10/24

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this 12th of Febuary_2024 between Midwest Ventures here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #302 Wichita, KS 67211** for a period commencing on the 12th day of Febuary_2024 and ending on 31st day of March_2024.

Pro-rate: March Pro-Rate \$450.00

1. Lessee shall pay a rent of **\$850.00** payable in equal monthly installments of **\$850.00** in advance at the office of the Lessor, on the 1st day of each month, **beginning April 1st, 2024.**

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL. ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$500.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. SERVICE

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. ~~UTILITIES.~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.
- O.** In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor's authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by *Scott M. Lynn* 2-12-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s)

Date

2/12/24

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **23rd of July_2024** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #303 Wichita, KS 67211** for a period commencing on the **23rd day of July_2024** and ending on **31st day of August_2024**.

Pro-rate:

1. Lessee shall pay a rent of **\$700.00** payable in equal monthly installments of **\$700.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning August 1st, 2024**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL. ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$400.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. **SERVICE**

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

~~5. **UTILITIES.**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit, Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee be permitted to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or its property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of

nonpayment and Lessor's intention to terminate this lease if the rent is not paid within the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by

 7-23-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

Tenant(s)

Date

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this **1st of June_2024** between **Midwest Ventures** here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #304 Wichita, KS 67211** for a period commencing on the **1st day of June_2024** and ending on **30th day of June_2024**.

Pro-rate:

1. Lessee shall pay a rent of **\$550.00** payable in equal monthly installments of **\$550.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning July 1st, 2024**.

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL.

ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$425.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. SERVICE

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) ~~Electric~~

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S. Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. **UTILITIES.**

A. *Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas water. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.*

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

- E.** At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.
- F.** Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.
- G.** If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.
- H.** Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.
- I.** If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.
- J.** If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.
- K.** Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.
- L.** Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.
- M.** Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.
- N.** This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.
- O.** In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lessor authorized agent shall designate in writing to the Lessee at least thirty (30) days before the effective date thereof. And shall otherwise be on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by  6-11-24

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.


Tenant(s)

Date 6-11-24

Electric:
Gas:
Water:

**MIDWEST VENTURES
CENTRAL PLAINS DEVELOPMENT, LLC
Lease Agreement**

THIS IS A LEASE AGREEMENT entered into this 17th of February_2023 between Midwest Ventures here in after called "Lessor" and [REDACTED] called "Lessee".

WITNESSETH:

The Lessor here by lets, leases and demises unto Lessee, located at **2520 E. Lincoln #305 Wichita KS, 67211** for a period commencing on the 17th day of February_2023 and ending on 31th day of March_2023.

Pro-rate: March \$358

1. Lessee shall pay a rent of **\$825.00**_ payable in equal monthly installments of **\$825.00** in advance at the office of the Lessor, on the **1st** day of each month, **beginning April 1st, 2023.**

RENT IS DUE ON THE 1st OF EACH MONTH. AFTER THE 5th OF THE MONTH, LATE CHARGES ARE DUE IN THE AMOUNT OF \$35.00 ON THE 6th AND \$5.00 PER DAY THEREAFTER UNTIL RENT IS PAID IN FULL INCLUDING ALL LATE CHARGES.

THERE WILL BE A \$50.00 CHARGE ON INSUFFICIENT FUND CHECKS, AND LATE CHARGES WILL BE APPLIED UNTIL PAID IN FULL. ALL UNPAID LATE AND OTHER SERVICE CHARGES SHALL ACCRUE AS PAST DUE RENT.

2. SECURITY DEPOSIT:

- A. Lessee has this day deposited the sum of **\$500.00** for the performance of this lease.
- B. Lessor will hold said sum without interest as a deposit, which may be applied, at Lessor's option, to the payment of accrued rent and additional rent and to the amount of damages which Lessor may suffer by reason of tenant's noncompliance with K.S.A. 58-2555... and the terms of this lease.
- C. If landlord proposes to retain a portion of the deposit for expenses, damages, or other legally liable charges under the provisions of this lease, Lessor shall return the balance of the deposit to Lessee no later than (30) days after the termination of the tenancy.
- D. If Lessee does not leave a forwarding address, Lessee shall mail that portion of the deposit due the Lessee to Lessee's last known address.
- E. Lessee shall not apply or deduct any portion of the deposit from the last month's rent. This being in accordance with section 58-2550. Subsection d, of the Residential Landlord and Tenant Act.

3. SERVICE

A. The Lessor shall provide the following services:

- 1.) Maintenance
- 2.) Trash
- 3.) Gas
- 4.) Water
- 5.) Electric

4. **NOTICES.**

A. *MIDWEST VENTURES* is the owner's authorized agent and Manager of the development. *MIDWEST VENTURES* may receive, process for or notice demands made upon the Owner at 3201 E. 31st S, Wichita, Ks. 67216 Should the manager of this development be changed, the name and address of the new manager will be posted in the office, and the Tenant agrees that such posting shall be sufficient notice as required by law.

B. ALL NOTICES UNDER THIS LEASE MUST BE IN WRITING AND RECEIVED IN THE OFFICE ON OR BEFORE THE RENT PAYMENT DATE IN COMPLIANCE WITH K.S.A. 58-2570.

C. This lease can be changed in writing only, signed by both parties.

5. ~~**UTILITIES:**~~

~~A. Lessee, in addition to the rent herein, will pay for the following utilities: electric, gas. Additionally, Lessee, upon execution of this agreement by Lessor, shall make arrangements for each utility company for all services agreed to be connected and made available on or before occupying the dwelling unit.~~

6. **LESSEE AGREES.**

A. To observe the regulations that is a part of this lease. Lessor may change the regulations from time to time as may be required to protect the property or to add to Lessee's enjoyment of it. However, if a change in these regulations will affect a substantial modification of this lease, such new regulations shall not be binding upon Lessee unless consented to by the pets shall not be kept in the dwelling unit or the common areas.

B. To leave the dwelling unit in as good condition as when Lessee received it, reasonable wear and tear accepted.

C. Lessor may repair any damage in the development caused by Lessee or by a member of Lessee's family and charge the cost to Lessee as additional rent.

D. Lessee will receive no reduction as account of inconvenience due to repairs required or interruption of service caused by as Act of God, the failure of public utility services, or other conditions beyond Lessor's control.

E. At a time during normal business hours, to be agreed upon between both the Lessor and Lessee, which shall not be later than five (5) days after delivery of possession of the dwelling unit to Lessee, both Lessor and Lessee shall jointly inventory the dwelling unit. Duplicate copies of the inventory shall be signed by both Lessor and Lessee, with each receiving a copy thereof. Both Lessor and Lessee shall sign this inventory, with each receiving a copy thereof. This inventory shall consist of a written record detailing the condition of the dwelling unit and any furnishings or appliances provided as part of the dwelling unit.

F. Lessor shall not be liable to Lessee or Lessee's guests or invitees for any damage to or loss of property, which may occur in the common areas of the Development by reason of fire, theft or breakage.

G. If Lessee remains in possession without Lessor's written consent at the expiration of the term of this lease or its termination, Lessor may bring an action for possession, and upon showing that Lessee's holdover is willful and not in good faith, Lessor may recover, in addition to possession and an amount equal to one and one-half (1 ½) times Lessor's actual damages, whichever is greater.

H. Lessee shall use the dwelling unit only as a residence for the persons listed in the application except for children born during the term of this lease.

I. If Lessee does not move out when this lease ends, or is canceled, Lessor may bring proceedings to dispossess Lessee.

J. If Lessee does not leave the dwelling unit in good condition when vacating the dwelling unit. Lessee will pay on demand as damages, all costs of cleaning, repairing, and redecoration of the dwelling unit.

K. Lessor may enter the dwelling unit at any time when such entry is made necessary by extreme hazard involving the potential loss of life or severe property damage, without notice to Lessee. At all other times, Lessor may enter Lessee's dwelling unit at reasonable hours, after giving Lessee twenty-four (24) hours' notice, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors.

L. Lessee will notify Lessor of any extended absence from dwelling unit in excess of seven (7) days, no later than the first day of extended absence.

M. Lessee will not assign this lease, nor will Lessee sublet this dwelling unit or any part thereof.

N. This lease is subject to all land leases and to all mortgages now or hereafter placed on the property.

O. In the event Lessor shall terminate this lease, Lessee shall immediately give peaceable

possession of the dwelling unit at the time specified in the notice and remove all of Lessee's property from the dwelling unit. If Lessee fails to remove any of the household goods, furnishings, fixtures, or any other personal property, Lessor may remove or cause the property to be removed and disposed of as provided by law. Lessee shall remain obligated for all damages to which Lessor is entitled, including but not limited to past-due and future rent, which may be caused by Lessee's breach of any of the covenants and conditions of this lease.

P. Lessee shall not commit or permit to be committed any unlawful or immoral act in or about the dwelling unit; not shall Lessee use the dwelling unit for any purpose or in any manner which will increase lessor's insurance rate; not shall Lessee to be permit to be kept or used for any purpose or in any manner which will injure the reputation or Lessor or it's property or which will annoy obstruct or interfere with the rights and peaceful occupancy of the other tenants of the building or inhabitants of the development.

Q. Although Lessor may fail to take action on account of any such future violation or violations by Lessee. Lessor does not thereby waive the right to take action at a subsequent date on account of the violation or the right to take action on account of any such future violation or violations by Lessee.

7. CANCELLATION OF LEASE BY LESSEE

A. Lessee shall have the right to possession on the after the first day of the term defined in this lease, and Lessee's right of possession shall remain until the end of such term, unless otherwise provided herein. Should Lessor fail to deliver possession is delivered and Lessee may cancel this lease upon at least five (5) days written prior notice to Lessor. In this event the security deposit will be returned.

B. If Lessee is a member of the Armed Forces, or becomes a member of the Armed Forces during the term of this lease, and receives orders requiring Lessee to move from the Wichita area, Lessee may cancel this lease if Lessee is not in default under any of the terms of this lease, and Lessor receives at least fifteen (15) days written notice before the end of the month in which Lessee selects to move and furnishes to Lessor a copy of the transfer orders.

C. If all or substantially all of the Development shall be taken by any competent authority: for any public or quasi-public use or purpose, then in that event the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

8. CANCELLATION OF LEASE BY LESSOR

A. Lessor may terminate this lease if rent is unpaid when due and the Lessee fails to pay the rent or additional rent within three (3) days, after written notice by Lessor of nonpayment and Lessor's intention to terminate this lease if the rent is not paid within

the time provided in the notice.

B. If Lessee is in material noncompliance with any of the terms of this lease, other than nonpayment of rent, or in noncompliance with K.S.A. 58-2555, materially affecting health and safety, Lessor may deliver a notice to Lessee specifying the acts and omissions constituting the breach and informing Lessee that this lease will be terminated upon the date specified in said notice, which shall not be less than thirty (30) days after the receipt of the notice. This lease will then terminate as of the date provided in the notice unless Lessee remedies said breach within (14) days after the receipt of said notice, except if the breach is remediable by repairs or the payment of damages or otherwise, and Lessee adequately initiates a good-faith effort to remedy the breach specified in the notice.

C. If all or substantially all of the Development shall be taken by any competent authority for any public or quasi-public use of purpose, then in that event, the term of this lease shall cease and terminate from the date that the possession of the part so taken shall be acquired for such use or purpose.

9. HOLDING OVER

A. Unless more than thirty (30) days prior to the end of the term of this Rental Agreement gives Lessor written notice of Lessee's intention to terminate this Rental Agreement as of the end of the term. This Rental Agreement shall be construed as a month-to-month tenancy at the rental specified or at such other rental as the Lessor or Lesson authorized agent shall designate in writing to tile Lessee at least thirty (30) days before the effective date thereof. And shall otherwise he on the same terms and conditions herein specify so far as is applicable.

10. KANSAS LAW GOVERNS

A. This agreement shall be construed under and in accordance with the laws of the State of Kansas.

B. This lease is governed by the Kansas Residential Landlord and Tenant Act, and in the event any court or any law or any regulation shall declare any portion of this lease to be invalid the remainder of this lease shall not be invalidated thereby, but shall remain in full force and effect.

by

[Handwritten Signature] 2-17-23

I, (we), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

[Redacted Name]
Tenant(s)

Date

2-17-2023

[REDACTED]
Herein referred to as TENANT

WITNESSETH: That Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, the premises known as 2520 E. LINCOLN #306, WICHITA KS 67211 Hereinafter referred to as the premises, to use and occupy strictly as a private residence by Tenant and those members of the family of Tenant whose names and ages are hereinafter specifically set forth and not otherwise, for a term of commence on the 1ST day of APRIL 2021, and to end on the 30TH day of SEPTEMBER 2021, unless sooner terminated as hereinafter provided. Tenant yielding and paying during the continuance of this lease unto Landlord for rent of Premises for said term the sum of THREE THOUSAND DOLLARS & 00/100 (\$3,000.00) in lawful money of the United States payable in monthly installments of FIVE HUNDRED DOLLARS & 00/100 (\$500.00) in advance upon the first day of each month hereof; prorate rent due for 0 days during the month of 2021, in the amount of ZERO DOLLARS & 00/100 (\$0.00) to be paid on the ___ day of 2021. The monthly rental includes: RANGE, REFRIGERATOR, DISHWASHER, CARPET, BLINDS, WATER, GAS FOR HOT WATER, TRASH & LAWN CARE. Utilities to be paid by Tenant are: ELECTRIC & GAS.

1. **CHARACTER OF OCCUPANCY:** It is hereby expressly understood and agreed by Tenant that the character of the occupancy of the premises as a residence and the limitation of the same to the members of Tenant's family herein expressly designated is a special consideration and inducement for the granting of this lease by Landlord to Tenant. Tenant covenants and agrees that Tenant will not, without Landlord's previous written consent, use, suffer or permit the premises, or any part thereof, to be used for any purpose other than that of a strictly private dwelling and Tenant further covenants and agrees that the premises shall be used and occupied only by the members of Tenant's family or others whose names and ages are set forth below:

NAME	AGE	RELATIONSHIP TO TENANT
------	-----	------------------------
2. **SECURITY DEPOSITS:** Tenant has deposited and Landlord herewith has acknowledged the receipt of \$500.00 which Landlord is to retain as security for the faithful performance of all the covenants, conditions and agreements of the lease, but in no event shall Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions or agreements, but Landlord may so apply the security at its option. Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord shall be returned to Tenant when this lease is terminated according to these terms, and in no event is the security to be returned until Tenant has vacated the premises and delivered possession to Landlord. Said security is to draw no interest and Landlord shall not be obliged to keep the security as a separate fund but may mix the security with its own funds while held by Landlord. In the event that Landlord repossesses itself of the premises because of Tenant's default or failure to carry out the covenants conditions or agreements of this lease, Landlord may retain and apply the said security against all damages suffered by the Landlord to the date of said repossession or shall accrue thereafter by reason of Tenant's default or breach. After vacancy, the balance of the security deposits will be sent to the last known address of the vacating Tenant within 14 days after the determination of expenses or other charges, such as damages, missing property, cleaning costs, unpaid rent, unreturned keys, but in any event within 30 days after the date Tenant vacates. **TENANT SHALL NOT APPLY OR DEDUCT ANY PORTION OF THE SECURITY DEPOSIT FROM THE LAST MONTH'S RENT OR USE OR APPLY SUCH TENANT'S SECURITY DEPOSIT AT ANY TIME IN LIEU OF PAYMENT OF RENT.** If a Tenant fails to comply with the foregoing sentence the security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.
3. **RULES AND REGULATIONS:** Tenant promises and agrees for himself, the members of this family and his invitees, licensees, and guests to consult and conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that Landlord may deem necessary for the protection of the premises and general comfort and welfare of the occupants of the same. Landlord agrees that Tenant may use common areas pursuant to rules and regulations in common with other Tenants of Landlord.
4. **ASSIGNMENT:** It is expressly understood and agreed by Tenant that Tenant's leasehold interest may not be assigned or sublet in whole or in part without in each case having first obtained the written consent of Landlord. Any attempt to assign without such consent shall constitute a forfeiture of all right, title and interest in this lease.
5. **ACCESS:** Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the dwelling unit without consent of Tenant in case of an extreme hazard involving the potential loss of life or severe property damage. Landlord shall not abuse the right of access or use it to harass Tenant. If an appointment is scheduled with tenant for access to residence, tenant will be charged a \$50.00 "trip charge" if tenant is not present at the agreed upon time of appointment. If Tenant plans to be absent from premises for 7 days or longer, Landlord must be notified concerning length of absence before Tenant leaves.
6. **ALTERATIONS:** Tenant shall make no alterations, repairs, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, repairs, additions or improvements upon the premises made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term hereof. If Tenant has altered the leased premises, Landlord shall have the right at the termination of the lease to require Tenant at Tenant's expense to repair and restore said premises to their former condition and failing to do so Tenant shall be liable for all costs and expense thereof incurred by Landlord. Any damage to the premises during Tenant's occupancy or caused by Tenant's removal of property shall be promptly repaired by Tenant, and failing to do so he shall be liable to Landlord for the cost and expense thereof.
7. **CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises prior to the signing of this lease, and has known the condition thereof and that no representations as to the condition or state of repairs thereof have been made by Landlord or its Agents which are not herein expressed and Tenant hereby accepts the premises in their present condition at the date of the execution of this lease. Landlord warrants that he will provide without additional charge those utilities checked in preface of lease. However, Landlord is not responsible for the interruption of utilities beyond his control.
8. **ACTS OR OMISSIONS OF OTHERS:** Landlord and its employees or agents or any of them shall not be responsible or liable to Tenant for any loss, damages, or injuries that may be occasioned by or through the acts or omission of other tenants, their guests, licensees or invitees occupying any other part of the building of which the premises are a part, or of persons who are trespassers or for any loss or damage resulting to Tenant or his property from bursting, stoppage, backing up or running of water or sewers or gas, electricity or caused in any other manner whatsoever. Landlord shall not be liable to Tenant or his invitees, guests or licensees for any loss whatsoever which Tenant or his invitees, guests or licensees may sustain by way of damage to personal property or injuries growing out of any cause or caused whatsoever, including by way of example, without limiting the generality of the foregoing, loss suffered by fire, regardless of origin, loss or injuries from vermin or bugs of every kind and description and loss or injuries from wind, rain, snow, ice or other elements.

9. **PERSONAL PROPERTY INSURANCE:** Tenant is responsible for providing his own personal insurance and holds Landlord harmless for any loss or damages to Tenant's personal property.
10. **HAZARD INSURANCE:** Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damages to any of this property if such property is insured against such loss or damage under any valid and collectible insurance policy or policies, but only to the extent of any recovery collected by him under such insurance, subject however, to the limitations that this waiver shall apply only when permitted by the applicable policy or policies of insurance. Landlord and Tenant each hereby further agrees to exert all reasonable efforts, in good faith, to cause any and all policies of fire, extended coverage, and /or material damage insurance now or hereafter carried by him to be endorsed with a subrogation clause providing, in substance, that such insurance shall not be invalidated or affected by the fact that the insured has, prior to the time an insurable loss or damage had occurred there under, waived any or all rights of recovery against any other person or persons for loss of or damage to the insured property.
11. **USES OF PREMISES:** Tenant shall: (a) Comply with all obligations primarily imposed upon Tenants by applicable provisions of building/housing codes materially affecting health and safety; (b) keep the part of the premises that such Tenant occupies and uses as clean and safe as the condition of the premises permit; (c) remove from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner; (d) keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits; (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in accordance with directions of the manufacturer or as directed by Landlord; (f) be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of Tenant or by any person or animal or pet on the premises at any time with the express or implied permission or consent of Tenant; (g) not engage in conduct or allow any person or animal or pet, on the premises with the express or implied permission or consent of Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of other Tenants; (h) not permit any pet on the premises without written permission from Landlord; (i) not permit any waterbed on premises without written permission from Landlord.
12. **FIRE DAMAGE:** In case the premises shall be partially damaged by fire or other cause at any time during the said term, premises shall be repaired by Landlord or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed Tenant, unless the damage be the proximate result of Tenant's negligence, for the time occupied in such repairs excepting: (a) If Tenant can use and occupy the demised premises without substantial inconvenience there shall be no reduction of rent and (b) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any) no reduction shall be made beyond a reasonable time allowed for such adjustment in case the damage by fire or other cause shall amount substantially to the destruction of the premises; then and in that event, this lease shall become null and void and the responsibilities of Landlord and Tenant, each to the other, with reference to the unexpired term, shall cease. If Landlord's repairs are not completed with all reasonable dispatch, Landlord shall nevertheless have no liability to Tenant for any resulting delay in effecting such completion.
13. **JOINT LIABILITY:** In the event that this instrument shall be executed on behalf of Tenant or Tenants by more than one person, then the liability of the persons so signing shall be joint, and several, and a judgment entered against one shall be no bar to an action against the others.
14. **NOTICE OF INJURIES:** In the event of any injuries to Tenant or his family or damage to any property of Tenant or his family through the negligence of Landlord, its agents, and/ or employees, Tenant agrees to give Landlord a written notice of the occurrence of said injury or damage within five days of the happening thereof. Said notice must be in writing and delivered to Landlord at its office.
15. **ADDITIONAL AREAS:** It is expressly understood and agreed by Tenant that if Landlord shall furnish any automobile parking, carports, laundry space, "common areas" as defined below or any other facilities, outside of the Premises herein expressly demised to Tenant, same shall be deemed gratuitously furnished be Landlord and that if any person shall use the same, such person does so at his or her own risk and upon the express understanding and stipulation that Landlord shall not be liable for any loss of property through theft, casualty, or otherwise, or for any damage or injury whatsoever to person or property. "Common areas" as used above shall include if applicable; sidewalks, halls, stairways, parking areas, drives, lawns, swimming pool areas, clubhouse, activity rooms, recreation areas, laundry areas, storage areas, elevators, and other such areas available for use of two or more tenants. Tenant will park only in areas designated by Landlord; Tenant agrees to furnish Landlord with license numbers, make and color of vehicle.
16. **DAMAGES AND WASTE:** Tenant will not as a result of his occupancy cause, allow or permit any waste, misuse or neglect of the premise or of any furnishings therein provided by Landlord and warrants and against the same, and does hereby covenant and agree to pay for all damages so caused, and Tenant further agrees that Tenant will not permit any member of his family, invitees, licensees, or guests to commit such waste or misuse, and in the event that any such persons shall cause waste or misuse, or through their neglect shall cause damages, then Tenant expressly covenants and agrees to pay for all such damages caused. Tenant further covenants and agrees during the continuance of his occupancy of the premises to keep same in as good repair and as clean and safe as the condition of the premises permit, and at the expiration of the term, yield and deliver up the same in the clean, rentable condition as when taken, reasonable use and wear thereof along excepted. In the event Tenant shall neglect to repair or pay for damages caused by waste, misuse, or neglect as aforesaid, then the amount thereof shall be deemed to be additional rent hereunder, and shall be due from Tenant to Landlord on the first day of the month following the incurring of such damages, and it is further expressly understood and agreed that in the event that Tenant shall fail to make all necessary repairs then Landlord, at its option, may enter upon said premises and make such repairs and the expense so incurred shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expense.
17. **DEFAULT IN PAYMENT OF RENT:** If tenant defaults in the payment of rent hereunder or any part thereof, or any additional rent payable hereunder or if the premises shall become vacant or abandoned, Landlord may re-enter the premises and remove all personal and property there from, in accordance with Kansas Laws.
18. **HOLDING OVER:** If not earlier terminated under other provisions of this Lease, upon expiration of the original term hereof this Lease shall automatically be considered month-to-month tenancy, during which Landlord hereby reserves the right to terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Tenant, and during which Tenant (or, in the event of Tenant's death, any adult member of his family) may terminate this Lease on the last day of any month by giving 30 days prior notice in writing to Landlord accompanied by payment in full of all rent to such termination shall exist only if Tenant is not in default hereunder.
19. **TRANSFER OF SECURITY DEPOSIT:** In the event of a sale of the building of which the premises are a part, Landlord or its assigns, shall have the right to transfer to the purchasers the security deposit paid by Tenant, Landlord, or its assigns, in that event shall be considered released by Tenant from all liability for the return of such security.
20. **SEVERABILITY:** Invalidation of any of the provisions herein contained by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and affect.
21. **WAIVER:** One or more waivers of any covenant, condition, rule or regulation by Landlord shall not be construed as a waiver of a further breach of the same.
22. **LEASE BINDING:** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and except as otherwise provided in this lease, their assigns.
23. **MODIFICATIONS:** Any modifications of this agreement or any collateral agreement with respect to the relationship between Landlord and Tenant shall not be binding upon Landlord unless the same be made in writing and signed by an authorized representative of Landlord. In the event that the lease herein or any of its provisions or covenants shall be modified or stricken out, or new covenants added thereto, said changes shall not be considered a termination of this instrument, but the same shall continue in full force and effect as so changed.

- 24. **ENTIRE AGREEMENT:** This rental agreement contains the entire agreement between the parties and shall not be changed, modified or discharged except by an agreement in writing signed by Tenant or his legal representative and Landlord.
- 25. **REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of the said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 26. **NOTICE:** Whenever, under this lease, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to Tenant is in writing and posted on the door of the demised premises or addressed to the last known post office address of Tenant, or addressed to the premises and deposited in the mail; and notice to Landlord shall be deemed sufficient notice and service thereof if the notice is in writing addressed to Landlord's last known post office address and deposited in the mail. Notice need be sent to only one Tenant where Tenant consists of more than one person.
- 27. **LOCKOUT CHARGE:** There will be a charge of \$50.00-\$75.00 to Tenant who requests the Landlord to unlock premises which Tenant occupies.
- 28. **APPLICATION AND POSSESSION:** It is expressly understood that this lease is pursuant of the application for Tenancy and that the representatives, conditions and provisions of said application are as much a part of this lease as though incorporated herein. Tenant shall not be entitled to possession of the dwelling herein, or any part thereof, until the full payment of the security deposit and first month's rent as hereinbefore provided, and until vacating of the premises by the prior Tenant.
- 29. **DR NOTICE TO VACATE:** If Tenant desires to terminate this lease agreement upon the expiration date or on any date thereafter, LANDLORD REQUIRES TENANT TO GIVE WRITTEN NOTICE TO VACATE at least 30 days prior to periodic rental date. Tenant agrees that Landlord has the right to show the premises once a vacate notice has been received.

SERVICE CHARGES:

Tenant hereby agrees that he will pay on demand service charges as follows for extra services required of Landlord by Tenant's failure to pay rent as agreed.

- (A) For failure to pay on or before the 3rd:\$50.00
- (B) For each notice posted on Tenant's door (residence/vehicle) or mailed:\$25.00
- (C) For returned Check, Tenant will be responsible for all NSF and related administrative fees.
(No personal checks will be accepted after receiving a returned check or from on-line payment)
- (D) Re-leasing fee: (if lease not fulfilled) amount equal to 50% of monthly rental rate at time of vacate.
- (E) All monies received from tenant will first be applied to any previous late charges, notice fees, utilities or maintenance charges that are owed by the Tenant.
- (F) If your lease is terminated due to a 3-Day Notice that results in a court filing and you have an option to pay past due rent, a Reinstatement fee will be assessed in addition to the rent.

30. **UTILITIES:** Landlord reserves the right, during the term of this lease, upon thirty days written notice, to raise the rental amount equal to the pro-rata increase in the cost of utilities, such as gas, water, electricity, trash service and sewer fees.

31. **RENT CHECK** shall be made payable to: **BOULEVARD PLAZA**
800 E. MT. VERNON, WICHITA KS 67211

The office to be used for notices and requests by Tenant is:
Managing Agent is BRANSON PROPERTY MANAGEMENT

Landlord

by: 
Agent

Tenant

