

St. John's Place

RENTAL CONTRACT / LEASE

_____ Lessee(s), hereby agree to rent from Victoria Community Coalition, Inc., (VCC) (D.B.A.) St. John's Place of Victoria, lessor/agent, the premises: 701 Seventh Street, Apt # _____ Victoria, KS for a period of 6 months from _____ to _____, for a total lease obligation of \$ _____ to be paid in 6 monthly installments of \$ _____. **If the Lessee(s) is still in possession after the Lease Term (as hereinafter defined) all conditions and terms of this Lease will remain in full force and effect as a month-to-month tenancy. Agent may adjust the rent during a month-to-month tenancy by giving notice of such adjustments thirty (30) days in advance of the periodic rental date. To end this Lease during a month-to-month tenancy, either party must give written notice to the other party at least thirty (30) days prior to the periodic rental (which for this lease is the first of the month). No rights under this Lease shall be conferred to any person who has not executed this Lease.**

1. All rents are due and payable in advance on the first day of each month of the term and **if not paid before the fifth day of each month shall be subject to a \$25 added bookkeeping charge.** If your bank returns any rent checks to us for any reason, St. John's will assess a penalty of \$60 as follows: (a) a late penalty equaling \$25; plus (b) a handling charge of \$35.00. **Rent checks are payable to St. John's Place and tenants may deliver them to the office on site.**
2. The developer has named the premises as a single-family dwelling only.
3. The lessor shall have the right to enter and inspect any portion of the premises or building at all reasonable times to examine the condition and perform service and repairs or alterations as the owner may deem advisable, but this right shall in no way oblige the lessor/owner to make any repairs or alterations therein.
4. The lessor and lessee agree to keep the lease premises in repair to the best of their ability. The lessee agrees to promptly notify the lessor of any building repairs that may need attention. Lessor makes no warranties or representations concerning the condition of the premises or their suitability for the tenant's purposes.
- 4(a) The lessor's owner insurance does not cover lessees' personal items, nor is the landlord responsible for the tenant's individual property and shall not be held liable. The lessor shall not be liable for any damage occasioned by failure to keep said premises in repair, and by or from plumbing, gas, water, steam, or other pipes, fixtures, or sewage, nor any damage arising from acts or neglect to others; except where such repairs are specifically to be performed by the lessor and the lessor, after having received due notice of the defect does not make such repairs after the lapse of a reasonable length of time. All damage to said premises caused by the misuse, abuse, or neglect of the tenant, their guests, invitees, or associates shall be repaired at the expense of the tenant.
5. The lessee will be charged for damages other than reasonable wear and tear to the premises, by lessee, guests, or associates, including damage to appliances, plumbing, sewage stoppage, treatment for roaches, fleas or other such insects, carpet, counter tops, furniture, or broken glass; and in the event this lease is terminated with consent of the owner prior to its end, a minimum rental fee of 100% of the said monthly rent shall be charged for the month the tenant has vacated.

6. **No painting** or alteration shall be made by the lessee without the written permission of the owner or agent.
7. **No sub-rental** or leasing of premises will be allowed.
8. **Having paid the Reservation / Security deposit of \$1,000 at the time of entering into a Reservation / Security Agreement with the Community, Lessee agrees that said deposit serves in full as security for the performance of any obligations that may be forthcoming. Upon moving from the premises at the end of the term, the owner shall return the same, without interest and less any claims for damages. Said deposit shall in no way be considered as payment of rent.**
9. The lessee shall give thirty (30) days written notice of moving prior to the date of vacating the premises. Upon vacating, shall leave the premises in the same condition as when rented, ordinary wear and tear excluded, and shall return all keys.
10. Lessee agrees to abide by any reasonable rules and regulations uniformly issued by the lessor regarding the use and occupancy of the apartments and facilities.
11. Lessee shall be held responsible for any damage to the appliances supplied by the lessor. Lessee shall not install any air conditioning equipment, humidifiers, dehumidifiers, TV antennas, or satellite dish.
12. The following items are responsibilities or items provided or paid for by the Tenant or Landlord.

Responsibility / Provided	Landlord	Tenant
Heat & Air Conditioning - Electric		X
Cooking - Electric Range		X
Lights, Other Electric		X
TV & Internet - Nex-Tech/Vyve		X
Gas - Hot Water Only	X	
Water	X	
Sewer	X	
Trash - Dumpster Provided	X	
Electric Range - Provided	X	
Refrigerator - Provided	X	
Dishwasher - Provided	X	
Microwave - Provided	X	
Garbage Disposal - Provided	X	
Smoke Alarms (1 to 3)	X	
Grounds & Courtyards	X	
Snow Removal if over three inches	X	

13. All residents are expected to keep their apartments clean and vermin free. If through an inspection by the lessor, his agent, and/or Housing Authority Inspector, we find the apartment in an unclean or unhealthy condition, lessee will be expected to improve the situation through cleaning and/or extermination. If the situation should not improve at once, the lessee grants the lessor the right to improve the situation at the cost of the lessee.

Should the unhealthy condition recur, lessee will be asked to leave the unit and will be held responsible for all rent through the last day of occupancy. The security deposit will be kept and if it does not cover all damages above normal wear and tear and any necessary cleanings as spelled out under the security deposit agreement, lessee will also be held responsible for any amounts spent in these areas more than the security deposit.

14. **NO SMOKING** will be allowed anywhere inside the apartments or courtyards. If you must smoke, please do so outside and at least fifty feet from any entrance door or open window.

15. Number of person(s) occupying unit: _____. Any changes in household composition or members of household must be reported to the lessor within 10 days. Changes must be approved by the lessor.

16. Non-payment of rent or violation of any of the above terms shall be grounds for cancellation of the lease at the lessor's choice.

17. Emergency telephone numbers: _____
_____ (Office)

18. **ACCEPTED:** Your signature on this legal document shows that you have read and understand its contents and agree to abide by its terms and conditions. There are no verbal promises or understandings about this contract other than those specified in this agreement and all related addenda.

Lessee: _____

Date: _____

Lessee: _____

Date: _____

Lessor/Agent: _____

Date: _____

St. John's Place

RENTAL CONTRACT / LEASE ADDENDUM

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 named in the lease. Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household or a guest or other person under 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, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, any member of the tenant's household or a guest or other person under tenant's control shall not engage in any act intended to help criminal activity, including drug-related criminal activity, on or near the project premises.
3. Tenant or any member of the tenant's household will not allow the dwelling unit to be used for, or to ease criminal activity, regardless of whether the individual engaging in such activity is a member of the household or 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 firearms 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 considered a serious violation and material non-compliance 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 a 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 Owner/Agent and Tenant.

Tenant

Date

Co-Tenant

Date

Community Representative

Date