



Cardinal Hall

Home Away From Home

3330 Broadway Avenue
Parsons, KS 67357
Tel: (620) 402-0070
Fax: (620) 402-0860

Residence Contract

1. Parties [redacted]

This contract made this _____ day of _____, 2007, by and between Cardinal Hall, LLC/Agent ("Property Manager") and _____ Student/Tenant and _____ Parent/Guardian.

[redacted] Parent/Guardian hereby acknowledges and accepts responsibility for the proper execution of this contract and reparation/payment of any damages and/or forfeitures that may occur attributable to the actions of the Student/Tenant.

2. Premises [redacted]

This property is a double occupancy private residential unit primarily for the housing of bonafide students of Labette Community College. Property Manager leases to Tenant and Tenant leases from Property Manager, the property with improvements hereon including all equipment and furniture of both the Unit designated and Common Areas of Residence, described as the property situated in the **City of Parsons**, commonly known as **Cardinal Hall, Unit # _____, 3330 Broadway, Parsons, KS 67357** ("Premises").

3. Term [redacted]

This lease shall be a Semester tenancy for the following dates:

Fall 1 August 2007 through 31 December 2007

Spring 1 January 2008 through 31 May 2008

Summer 1 June 2008 through 31 July 2008

Residents will check out of premises in accordance with paragraph 7 on or before the last day of the lease.

Early/Late stay dates will be prorated on day by day basis upon approval by management and must be paid in advance.

4. Rental [redacted]

a. **No cash will be accepted.** Tenant shall promptly pay by personal check, money order, or ACH transaction of electronic check or credit card as monthly rental hereunder the sum of **\$300.00** payable to Cardinal Hall, LLC by mail at **3330 Broadway Ave, Parsons, KS 67357, postmarked** on or before the **3rd** day of the month during the period of this lease, or in person at the Residence, or through the designated electronic payment system no later than the 3rd day of the month.

b. Student Financial Aid [redacted]

Residents receiving student financial aid loans/grants administered by LCC agree to authorize direct payment by LCC to Cardinal Hall upon receipt of funds for the balance of the lease (Exhibit B). Rent will be paid monthly until receipt of LCC student financial aid monies. Any charges due to Cardinal Hall not covered by the aforementioned monies shall be collected in accordance with paragraph 4. (a).

5. Late Fees/ Returned Check Fees

a. Late Fees [REDACTED]

STRICTLY ENFORCED. If all rent due is not postmarked/received on or before the above stated date and no prior arrangements have been made. Tenant agrees to pay a **late fee of \$30.00 for the first occurrence. Second occurrence will result in \$50.00 late fee. At the time of a third occurrence, a notice to vacate will be issued and the deposit will be forfeit.**

b. Returned Check Fees [REDACTED]

Tenant agrees to pay a **\$30.00 charge upon the occasion of a returned personal check, plus late payment charges. Personal checks will not be accepted after the event of a returned check.**

6. Security Deposit/Key Deposit [REDACTED]

a. Security Deposit. Receipt is hereby acknowledged of **\$300.00** as a security deposit for the faithful performance of all the terms and conditions of this lease. Under no circumstances is said security deposit to be construed as rent, and Tenant shall not be entitled to any interest on same. Property Manager is authorized to place security deposit in an interest bearing account with interest accruing to Property Manager.

b. Key Deposit. Receipt is hereby acknowledged of **\$15.00** as a key deposit. Deposit will be refunded upon return of all keys.

7. Refund of Security/Key Deposit [REDACTED]

\$250.00 of the security deposit and \$15.00 of the key deposit may be refunded to Tenant no later than thirty (30) days after the termination of this lease upon the completion of all the following conditions: payment of all rent due

a. return of all keys to Property Manager

b. removal of all personal articles

c. premises vacated in clean condition consistent with the Move In/Move Out Inspection Checklist, subject to a physical walk through inspection approval by Property Manager

Residents meeting the above criteria are entitled to a Letter of Recommendation to assist with future housing needs. Residents who do not meet the above criteria will be reported to the appropriate credit agency and turned over for collections.

8. Deductions From Security Deposit [REDACTED]

Deductions from the security deposit shall be made for any damages done to the Premises, normal wear and tear excepted, including, but not limited to, scratches, burns, stains, holes in walls, as well as any other damages to the property, if any. After the above conditions have been complied with by Tenant, security deposit will be sent to the forwarding address furnished by Tenant, along with an itemized accounting of any charges or damages or other sums owed by Tenant.

9. Payment of Final Month's Rent [REDACTED]

Tenant shall not withhold payment of the final month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental. **TENANT IS PROHIBITED FROM APPLYING SECURITY DEPOSIT TO ANY RENT DUE. ATTEMPT TO DO SO WILL RESULT IN AUTOMATIC FORFEITURE OF DEPOSIT, WITH ANY UNPAID RENT OR SECURITY DEPOSIT REMAINING DUE AND OWING.**

10. Termination of Residential Lease Agreement

a. [REDACTED] **By Tenant:** Terminating tenancy prior to end of this Residence Contract for any reason, including disenrollment or early withdrawal from Labette Community College, will put the Tenant in default of the contract. All rents will remain due and owing through the end date of the contract. Security deposit is not included as a portion of any rent and will continue to be held until completion of the lease agreement.

- b. **By Property Manager:** Property Manager reserves the right to immediately terminate tenancy if the terms of this contract are violated by the Tenant. All rents will remain due and owing through the end date of the contract. Security deposit is not included as a portion of any rent and will continue to be held until completion of the lease agreement.

11. Abandoned Articles

All articles left in or upon the Premises by the Tenant upon termination of the lease for any reason shall be disposed of by the Property Manager as becomes necessary and in a manner as Property Manager may see fit and proper, and without recourse by the Tenant. The Property Manager herein is further given the right to use the Tenant's security deposit to cover the Property Manager's expenses in disposing of the Tenant's articles and/or charge Tenant accordingly if said security deposit is insufficient.

12. Care and Maintenance of Premises

Tenant accepts the Premises annotated on the Move In/Move Out Inspection Checklist attached hereto and made a part hereof. Tenant agrees to take good care of the Premises and to make no alterations, additions, repairs or improvements without the prior written consent of Property Manager. Tenant agrees to report promptly to Property Manager when any portion of the Premises is out of repair, and to promptly reimburse Property Manager for any damage to the Premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to Tenant, Tenant's agents, family or guests. **Tenant further agrees to be responsible for, at the Tenant's expense, stoppage of sewer facilities chargeable to Tenant's use of same. No food, personal articles, or other debris is to be disposed of down sink, shower drain, or commode.**

13. Equipment

Any electrical or mechanical equipment/fixtures which is a part of the Premises, within the Unit or Common Areas, including dishwashers, garbage disposals, automatic range and ovens, microwaves, refrigerators and freezing units, and automatic clothes washers and dryers will be delivered by the Property Manager in good operating order. It is expressly understood that Tenant will properly operate and maintain all such equipment and surrender same in good operating order at the termination of this contract. Any service, maintenance, or repair for other than worn out parts or equipment attributable to Tenant's use or that of the Tenant's agents, family or guests will be at the Tenant's expense.

14. Heating and Cooling Equipment

Tenant, Tenant's agents, family or guests will not attempt to adjust thermostats or other Heating/Cooling equipment. Thermostats are set at the discretion of the Property Manager, averaging 68 degrees in cool months and 75 degrees in warm months. Evidence of tampering with this equipment will result in immediate termination of this contract, with all rents remaining due and payable until the expiration date of this contract.

15. Fixtures

This property includes the following fixtures as part of the Unit property for the use of the tenant:
Bed/Mattress Desk/Table/Lamp/Chair Drawer/Storage containers Window blinds

16. Occupancy

The Premises shall be used only as a private residence for the Tenant, and for no other purpose. This unit is a double occupancy unit and both Tenants of this unit will treat each other with respect to ensure harmonious living conditions. **No overnight guests are allowed.** Guests must be age 18 or older and will abide by the posted visiting hours. Tenant agrees to abide by all rules and regulations subscribed in the Residence Handbook as well as any other regulations that the Property Manager shall deem necessary and which will be announced on an as-needed basis. Tenant accepts existing locks as safe and acceptable. Tenant bears responsibility for the security of unit contents. It is recommended that the unit door be closed and locked whenever Tenant is outside the Unit.

17. Contraband Items

The following is a partial list of items not allowed on the Premises: Weapons of any type, tobacco products, alcohol products, illegal drugs and paraphernalia. No pets shall visit or be kept on the Premises.

18. Nuisance Clause [REDACTED]

Tenant and the family and guests of Tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance, annoyance, or illegal in, on, or about the Premises.

19. Liability of Owner/Property Manager

- a. [REDACTED] The Owner/Property Manager shall not be liable to Tenant or Tenants invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of the Premises. Tenant hereby agrees to indemnify and hold harmless the Property Manager from and against any and all claims for damages to Premises or personal injury arising from Tenants use of Premises, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises. If, in Property Manager's judgement, there is substantial damage to the Premises, Property Manager may terminate this lease by giving written notice to Tenant and the rent shall be prorated and the balance refunded to Tenant, less lawful deductions.
- b. [REDACTED] The Owner/Property Manager shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, tornado, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of Owner/Property Manager. Smoke detectors and fire suppression equipment are installed throughout the property and Tenant will at no time tamper with such equipment. **Evidence of tampering with this equipment will result in immediate termination of this contract, with all rents remaining due and payable until the expiration date of this contract.**

20. Tenant's Insurance [REDACTED]

Tenant is hereby notified that Owner/Property Manager's insurance does not insure Tenant against loss of personal property on the Premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on Tenant's personal property for fire and casualty loss and for Tenant's family for liability insurance coverage.

21. Contractual Lien [REDACTED]

Tenant does, by the execution of this residential lease, grant to Property Manager an express contract lien and security interest upon all fixtures, goods and property of the Tenant now or hereafter placed in or upon the Premises in order to secure the prompt payment of rent herein provided, and the full compliance by Tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as Property Manager may have under and by virtue of the laws of the State of Kansas, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when Tenant is in default hereunder, Property Manager may peacefully enter the Premises and remove and store all property therein at the Tenant's expense, except property exempt by statute, provided, however, Tenant must be present or written notice of entry must be left afterward.

22. Default [REDACTED]

In the event the Tenant shall default in the prompt payment of rent when same is due, or fail to perform any of the provisions of this lease, or in the event the Tenant shall abandon the Premises, or leave them vacant, the Property Manager, without further notice, may re-enter the Premises by summary proceedings, or by force, without being liable for prosecution therefor. Property Manager may also take possession of said Premises, and remove all persons or property therefrom, and may elect to either cancel this lease, or to relet the Premises and receive the rent thereof. Such rent shall be applied first to the expenses incurred by Property Manager in entering and reletting, and then to the payment due under this lease.

23. Entry [REDACTED]

Property Manager will respect the privacy of the Tenant. Consent is hereby given for Property Manager to enter the Premises to make inspections on a periodic basis in the interest of health, safety, and maintenance; perform services requested by Tenant accompanied by any required workmen or contractors; when a violation of Cardinal Hall policy or law is apparent or suspected; in the event of an emergency.

24. Fair Housing _____

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of Tenant.

25. Full Understanding _____

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease.

26. Special Provisions _____

27. Record of Deposits Received

_____ Security deposit: \$300.00 \$250.00 Refundable as stated in paragraph 7 of this contract.

_____ Key deposit: \$15.00 Refundable as stated in paragraph 7 of this contract.

28. Statement of Receipt _____

Tenant has received copies of the following documents (Exhibits) which are a part of this Agreement and are attached hereto:

- Exhibit A Cardinal Hall Student Residence Handbook
- Exhibit B Authorization for Student Financial Aid Loan/Grant Direct Disbursement
- Exhibit C Rental Agreement Addendum for Drug-Free Housing
- Exhibit D Move In Inspection Checklist
- Exhibit E Cleaning Checklist
- Exhibit F Student Contact Form

29. In case of emergency

Notify _____ Relationship _____

Address _____

Street City State Zip

Phone (_____) _____

Area code

30. Signed:

Property Manager

Student/Tenant

Parent/Guardian

Date

Date

Date