

[REDACTED]

## RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made as of the 1 day of Dec, 2015 between CWS Marketing Group and HBCS INC. agent for the IRS Investigations hereinafter called Lessor, and [REDACTED] Hereinafter called Lessees.

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee, and Lessee leases from Lessor, the residence situated at 106 East 15<sup>th</sup> St. Pittsburg, KS

2. TERM: This shall be a 90 day term beginning on 12/1/15 ending \_\_\_\_\_

3. RENT: Lessees agrees to pay, without demand, to Lessor as rent for the premises \$ 300 payable monthly.

**If the rent is paid after the 5<sup>th</sup> of the month, a late fee of FIFTY DOLLARS** will be due and payable at the time the rent is paid. **All monies must be paid in the form of cashiers check or money order.** All monies received will first be credited towards the late fees and then to the rent. Rent shall be paid to the address shown in paragraph 20 below, or at such place as Lessor may designate in writing. All payments must be in the office from all the Lessee according to the time period above, if one Lessee fails to pay on time the late fee applies.

4. SECURITY DEPOSIT: Lessees shall pay the sum of N/A to Lessor as security for the faithful performance by Lessees of the terms of this lease. Such deposit shall be held for the benefit of the Lessees by Lessor and shall be returned to Lessee, without interest, on the full and faithful performance by Lessee of the provisions hereof, including but not limited to timely vacating the premises, leaving them in clean condition, (carpet to be professionally cleaned), returning all keys (and garage door opener when applicable) and furnishing a forwarding address. Lessor shall not be responsible for deposits held by previous owner. It is the responsibility of the lessee to recover deposits held by previous owner.

Lessee shall not withhold payment of the last month's rent or any portion thereof on the basis that the security deposit serves as security for unpaid rent. Lessee shall give Lessor or Lessor's agent a written notice of Lessee's intent to vacate at thirty (30) days prior to Lessees' intent to vacate.

5. QUIET ENJOYMENT: Lessor covenants that on paying the rent and performing the covenants herein contained, Lessees shall peacefully and quietly have, hold and enjoy the premises for the agreed term.

6. USE OF PREMISES: The premises shall be used and occupied by Lessee exclusively as a private single family residence, to be occupied by not more than 6 adult persons and children of the Lessees. No part of the premises shall be used at any time during the term of this lease for the purpose of carrying on any business, profession or trade of any kind. Lessee shall not, during the term of this Lease, maintain, commit or permit the maintenance or commission of any nuisance, or obnoxious, offensive or excessive noise on the premises.

7. CONDITION OF PREMISE: Lessee accepts property in its present "AS IS" condition. Lessees are currently residing on the property and have examined the property and grounds prior to this lease being signed

8. INSURANCE: Lessor shall maintain hazard insurance. Lessees shall be responsible for insuring Lessees' own property. Such insurance policies shall be kept in full force and effect during the term of this lease. Lessee shall also maintain at Lessee's expense an Insurance policy for liability naming Lessor and Lessee as insured in the minimum amount of net worth of property, WHICH SHALL NOT BE CANCELED without thirty (30) days prior written notice by insured to Lessor. Lessee shall furnish Lessor or Lessor's agent a copy of said policy. Risk of loss to all personal property brought by Lessee to the premises shall be the sole responsibility of the Lessee.

9. ASSIGNMENT OR SUBLETTING. Without the prior written consent of Lessor, which can be withheld for any reason, Lessee shall not assign this lease, or sublet or grant any license to use the premises or any part thereof.

10. DAMAGE TO THE PREMISES: If the premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

which, and the extent to which, the premises are untenable, provided that in the event of damage by fire or other casualty to such extent that the cost of restoration will likely exceed ten (10%) of the replacement value of the premises, Lessor shall have the option of rebuilding or repairing, in which event the term of this lease shall bend and the rent shall be prorated up to the date of damage.

11. UTILITIES: Lessee shall be responsible for arranging and paying all electrical, telephone service, water, gas, garbage collection cablevision or satellite, pest control, pool service and lawn maintenance utilized by Lessee at Lessee's own expense.

12. MAINTENANCE AND REPAIR: Lessee will, at Lessee's sole expense, where applicable, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on the premises in good order and repair, and make required repairs to the plumbing and appliances in the house up to \$100.00. Major maintenance and repair of the premises (for example, repairs to the air conditioning) shall be the responsibility of the Lessor unless due to the misuse, waste or neglect on the part of the Lessee, or Lessee's family, agents or visitors. Lessee agrees to keep the property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates. Lessee shall change furnace filter(s) every two months. Lessee agrees to test smoke detectors for proper operation and further agrees to replace any batteries when necessary.

13. DAMAGE TO PERSONAL PROPERTY: Any personal property kept or stored on the premises by Lessee shall be at the risk of Lessee only, and Lessor shall not be liable for any damages to such personal property including the bursting or leaking of the water pipes or from any acts of neglect of Lessee or other occupants of the building in which the leased premises are located.

14. SUBORDINATION OF LEASE: This lease and Lessee's interest hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the premises by Lessor, and any and all renewals or extensions of such liens and encumbrances.

15. HOLDOVER BY LESSEE: If Lessee remains in possession of the premises with the written consent of Lessor after the natural expiration of this lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30)

days written notice served by either party.

16. **RIGHT OF ACCESS:** Lessee hereby grants permission to Lessor or to Lessor's agent to show the premises to prospective tenants/buyers, inspection or maintenance at reasonable hours. Lessees shall be given a twenty-four (24) hour notice by Lessor or Lessor's agent as to any showings.

17. **SURRENDER OF PREMISES:** At the expiration of the lease term, Lessee shall surrender the premises in a good state and condition as they were at the commencement of this lease, reasonable wear and tear and damage by fire or other casualty excepted. Lessor may require the occupants to vacate the property when the interest of the United States and Lessor so requires. Except for circumstances described in Paragraph 18, or in exigent circumstances, the Internal Revenue Service may require Occupant to vacate the property when the interests of the United States so requires. The Internal Revenue Service agrees to provide Occupant with thirty (30) days advance notice to vacate the property.

18. **DEFAULT:** If Lessee fails to comply with any of the material provisions of this lease, other than covenant to pay rent, or materially fails to comply with any duties imposed on Lessee by statute, within ten (10) days after delivery of written notice by Lessor or Lessor's agent, specifying the noncompliance and indicating the intention of Lessor to terminate the lease by reason thereof, Lessor may terminate the lease.

If Lessee fails to pay rent when due and the default continues for three (3) days after delivery of written demand by Lessor for payment of rent or possession of the premises, Lessor may terminate this lease.

19. **GOVERNING LAW:** This lease shall be governed in all respects by the laws of the State of

KS

20. **NOTICES:** All notices required or permitted under this lease shall be deemed delivered if mailed or delivered to the respective parties at the following address:

LESSOR: Horizon Building Consulting [REDACTED]  
LESSEE: \_\_\_\_\_

21. **ATTORNEY FEES:** If a party to this lease shall prevail in any legal action brought to enforce it or for its breach, the parties agree that the prevailing party may recover as part of the judgment, reasonable attorney's fee.

22. **HOLD HARMLESS:** The lessee also agrees to hold Lessor harmless against all damages, accidents, and injuries to any family member, guest, invitee, or servant of the Lessee or Property of the same caused by or resulting from or in with said building, the condition of the building, the Property, or in and about the property and building during the term of the lease or while the Lessee is occupying the same. In addition, Lessee agrees to fully and forever release, discharge and hold harmless Lessor, its agents, employees, contractors and representatives from and against any claims, damages, losses, costs or expenses of any kind sustained or arising directly or indirectly from or in connection with any known or unknown condition of the subject property.

23. **ABANDONMENT.** If at any time during the term of this lease, Lessee abandons the premises, Lessor may obtain possession of the premises in the manner provided by law, and without becoming liable to Lessee for the damages or for payment of any kind whatsoever. Lessor may relet the premises as agent for Lessor for the whole or any part of the unexpired terms, and may hold the Lessee liable for any difference between the rent that would have been payable under the lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Upon re-entry by Lessor following abandonment of the premises by Lessee, Lessor may consider any personal property of Lessee left on the premises to also have been abandoned, in which case Lessor or Lessor's agent may dispose of any and all such property as they shall be deem proper without liability to Lessor.

24. **ALTERATIONS AND IMPROVEMENTS:** No alterations, modifications, additions, improvements or decorations, including painting and wallpapering, shall be made to the leased premises without the prior written consent of Lessor. Any alterations, additions or improvements made by Lessee after receiving such consent, and any fixtures installed as part thereof, shall become and remain the Property of the Lessor upon the expiration or termination of this agreement, provided that Lessor may, at

its option, require Lessee to remove such fixtures at Lessee's cost upon termination of this agreement.

25. **BINDING EFFECT:** This agreement shall apply to and bind the heirs, legal representatives and assigns of the parties hereto.

26. **MISCELLANEOUS PROVISIONS:** The following provisions shall constitute material conditions of this agreement:

a). Lessee shall be permitted to maintain no more than 4 automobiles on the premises.

b). Lessor or Lessor's agent shall have the right to inspect the premises at any time upon twenty-four (24) hours notice to Lessee.

c). Lessee acknowledges the existence on the premises of the furnishing, goods and equipment as set forth on Exhibit "A" attached to this lease and made a part hereof. Said items have been inventoried and shall again be inventoried at the termination of occupancy. Lessee agrees to redeliver said items at termination of occupancy in the same condition less normal wear and tear. Failure to comply will result in forfeiture of such sums of the security deposit referred to above as are necessary for replacement of items neglected or missing.

27. The undersigned Landlord and Tenants agree that in the event the tenants leave any personal property behind on the premises after tenants' surrenders or abandons the rental unit, the Landlord is not liable or responsible for storage or disposition of the personal property.

PLEASE MAKE CHECKS PAYABLE TO Horizon Building Consulting Services  
CASHIERS CHECK OR MONEY ORDER ONLY

EXECUTED by LESSOR and LESSEE the day and year first above written.

LESSOR

  
\_\_\_\_\_

LESSEE

  
*H. Jones*  
\_\_\_\_\_  
\_\_\_\_\_