

Homestead Rental Inc.

2332 Sky-Vue Lane Manhattan, KS. 66502 785-537-8774

LEASE AGREEMENT

HOMESTEAD RENTAL, herein referred to as **LESSOR**, and _____
herein after referred to as **LESSEE**, agree as follows:

1. Lessor hereby agrees to lease the Lessee the personal property set forth in Exhibit "A", which is attached hereto and made a part hereof.
2. Lessee hereby agrees to make a **TOTAL INITIAL PAYMENT**, to Lessor, receipt of which is hereby acknowledged, as follows.

Handling Charge (Delivery & Pickup) \$ _____	3. Lessee hereby agrees to pay Lessor a TOTAL MONTHLY RENTAL as follows:
Pro-rated rent: from ____ to ____ \$ _____	Monthly Rental: \$ _____
Taxes: \$ _____	Sales Tax: \$ _____
TOTAL INITIAL PAYMENT \$ _____	TOTAL MONTHLY RENTAL \$ _____

The first **TOTAL MONTHLY RENTAL** payment shall be made to the Lessor on the _____ day of _____ with a like **TOTAL MONTHLY RENTAL** payment due upon the same day of each month during the life of this Lease.

4. Lessee hereby agrees to maintain the property leased hereunder in its original condition, subject only to reasonable wear and tear from its normal use. Lessee further agrees to make the leased property available for inspection by the Lessor at all reasonable times and to satisfy any and all taxes assessed to Lessee upon said leased property.
5. Lessee agrees that the leased property will be located at the address shown below with his signature and that the property will not be removed from that location without the prior written consent of the Lessor. Lessee further agrees not to sell the leased property, nor to allow it to be transferred, dispersed, or in any way subjected to any interest of a third person. Upon termination of this lease, the Lessee hereby agrees to return all of said personal property to the Lessor and further agrees that his failure to comply with, or violation of any of the provisions of this paragraph, shall be **PRIMA FACIE** evidence of his intention to permanently deprive the Lessor of his property.
6. In the event of default or nonperformance of any of the Lessee's obligations or agreements under this Lease, the Lessor may declare the Lease immediately terminated by giving the Lessee, or any Co-Lessee written notice by mail to the address listed below, whereupon the Lessee shall immediately return the leased property to the Lessor.
7. It is understood by and between the parties that this Lease is for a minimum term of **THREE MONTHS**, after a total of three months this lease is automatically renewable on a month to month basis and may be terminated by either party. **THE LESSEE MAY TERMINATE THE LEASE AT ANY TIME BY GIVING THIRTY (30) DAYS WRITTEN NOTICE** and making payment in full of all rental and other charges due through the date of termination. The Lessor may terminate the lease by giving the Lessee thirty (30) days written notice. Upon return of the leased property to the Lessor, **LESSEE SHALL MAKE SETTLEMENT FOR DAMAGES OVER AND ABOVE NORMAL WEAR AND TEAR**, as determined by Lessor and shall pay Lessor all sums due pursuant to the terms of this Lease.

(Initials) _____

8. **TIME IS OF THE ESSENCE** of this lease. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. Upon default or termination, the Lessor shall be entitled to recover from the Lessee any reasonable costs necessitated to remedy the default or regain possession of the leased property.

9. **THE LEASE IS NON ASSIGNABLE BY LESSEE.**

10. **IN THE EVENT THAT THIS LEASE IS DEFAULTED AND TURNED OVER TO A COLLECTION AGENCY, A PROCESSING FEE FROM Homestead Rental Inc. OF 50% OF PAST DUE RENT WILL BE ADDED TO THE AMOUNT OWED.**

(Initials) _____

11. **THE PARTIES FURTHER AGREE THAT ANY PAYMENTS NOT RECEIVED WITHIN THREE (3) DAYS AFTER DUE DATE, ARE CONSIDERED DELINQUENT AND SHALL BEAR A LATE FEE OF \$30.00 PER MONTH.**

(Initials) _____

12. **THE LESSEE AND LESSOR AGREE THAT ANY MOVES, EXCHANGES AND / OR REPAIRS OF ANY OF THE LEASED PROPERTY BELONGING TO THE LESSOR SHALL BE MADE BY THE LESSOR.**

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement.

EXECUTED THIS _____ **day of** _____ **20** _____

Lessee Signature X _____ Spouse Signature _____

Location of Furniture _____ City _____ State _____

Home Telephone _____ Work Telephone _____

Lessor Witness & Approval _____ Date _____