

# Kansas Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Kansas Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. Per K.S.A. 58-2566, acceptance of late payment of rent from Tenant without reservation by Landlord, or acceptance of performance by Tenant, other than for payment of rent, that varies from the terms of this Agreement, constitutes a waiver of Landlord's right to terminate this Agreement for that breach, unless otherwise agreed after the breach has occurred.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

8. **SECURITY DEPOSIT.**

A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **Per K.S.A. 58-2550, the security deposit may not exceed one month's rent if the Premises is unfurnished or 1.5 month's rent if the Premises is furnished by Landlord.**

B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Per K.S.A. 58-2550(d), Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply Tenant's security deposit at any time in lieu of payment of rent. If Tenant fails to comply with this subsection, the security deposit shall be forfeited and Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per K.S.A. 58-2550(b), if Landlord proposes to retain any portion of the security deposit for expenses, damages, or other legally allowable charges under this Agreement, other than rent, Landlord shall return the balance of the security deposit to Tenant within **14 days** after the determination of the amount of such expenses, damages, or other charges, but in no event to exceed **30 days** after termination of the tenancy, delivery of possession, and demand by Tenant. If Tenant does not make such demand within **30 days** after termination of the tenancy, Landlord shall mail that portion of the security deposit due to Tenant to Tenant's last known address.

D. **Penalty.** Per K.S.A. 58-2550(c), if Landlord fails to comply with subsection (C) above, Tenant may recover that portion of the security deposit due together with damages in an amount equal to 1.5 times the amount wrongfully withheld.

9. **Keys.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for

failure to furnish the utility or service when the cause of such failure is beyond that party's control. Landlord may not recover or take possession of the Premises by action or otherwise, including willful diminution of services to Tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, except in case of abandonment, surrender, or as otherwise permitted by law.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **1.5 times the monthly rental amount of \${MonthlyRent}** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.
14. **RENT CHANGES.**
  - A. **Notice.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
  - B. **Required Statement.** Per K.S.A. 58-2570, if Landlord provides Tenant a document which, if signed by Landlord or Tenant or both, would constitute Tenant's written notice to Landlord that Tenant intends to vacate the Premises, *and* if such document contains any additional terms that are not contained in this Agreement, then the document

shall include the following statement in no less than ten-point boldface type:

YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.

If such statement does not appear in such document, Tenant's signature on such document shall not bind Tenant to any additional terms that are not contained in this Agreement.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.**
  - A. Per K.S.A. 58-2560, if Landlord fails to deliver possession of the Premises to Tenant as provided in K.S.A. 58-2552, rent abates until possession is delivered and Tenant:
    - i. upon at least five days' written notice to Landlord, may terminate this Agreement and upon termination Landlord shall return all of the security deposit; or
    - ii. may demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord, or any person wrongfully in possession, and recover the damages sustained by Tenant.
  - B. If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from such person an amount not more than 1.5 months' periodic rent or 1.5 times the actual damages sustained by such party, whichever is greater.
17. **INSPECTION UPON OCCUPANCY.** Per K.S.A. 58-2548, within **five days** of the initial date of occupancy or upon delivery of possession, Landlord and Tenant shall jointly inventory the Premises. A written record detailing the condition of the Premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by Landlord and Tenant as an indication the inventory was completed. Tenant shall be given a copy of the inventory.
18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
19. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord Responsibilities.** Per K.S.A. 58-2553(a), Landlord shall:

- i. comply with the requirements of applicable building and housing codes materially affecting health and safety. If the duty imposed by this subsection is greater than any duty imposed by any other subsection of this section, Landlord's duty shall be determined in accordance with the provisions of this subsection;
- ii. exercise reasonable care in the maintenance of the common areas;
- iii. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air-conditioning appliances including elevators, supplied or required to be supplied by Landlord;
- iv. except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all tenants, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal; and
- v. supply running water and reasonable amounts of hot water at all times and reasonable heat, unless the building is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection. Nothing in this subsection shall be construed as abrogating, limiting, or otherwise affecting the obligation of Tenant to pay for any utility service in accordance with this Agreement. Landlord shall not interfere with or refuse to allow access or service to Tenant by a communication or cable television service duly franchised by a municipality.

**B. Tenant Responsibilities.** Per K.S.A. 58-2555, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. remove from the Premises all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators in the Premises;
- vi. 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; and

- vii. 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 the Premises by other tenants.

**C. Maintenance Responsibilities by Written Agreement.** Per K.S.A. 58-2553:

- i. If the Premises does not exceed four households having common areas, Landlord and Tenant may agree in writing that Tenant is to perform Landlord's duties specified in subsections (iv) and (v) of subsection (A) above and also specified repairs, maintenance tasks, alterations, or remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.
- ii. If the Premises is other than a single family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:
  - a. The agreement of the parties is entered into in good faith, and not to evade the obligations of Landlord, and is set forth in a separate written agreement signed by the parties and supported by adequate consideration;
  - b. the work is not necessary to cure noncompliance with subsection (A)(i) above; and
  - c. the agreement does not diminish or affect the obligation of Landlord to other tenants.

20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

**21. REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises,

or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
23. **RULES AND REGULATIONS.** Per K.S.A. 58-2556:
- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
    - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
    - ii. they are reasonably related to the purpose for which they are adopted;
    - iii. they apply to all tenants in the property equally;
    - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
    - v. they are not for the purpose of evading the obligations of Landlord; and
    - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
  - B. After Tenant enters into this Agreement, if a rule or regulation which effects a substantial modification of this Agreement is adopted, such rule or regulation is not enforceable against Tenant unless Tenant consents to it in writing.
24. **EXTENDED ABSENCES.** Per K.S.A. 58-2558, Tenant shall notify Landlord if Tenant will be away from the Premises for more than seven consecutive days by the first day of such extended absence. Tenant shall provide Landlord with such notice no later than the first day of the extended absence. If Tenant is absent from the Premises for more than 30 days, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
25. **ABANDONMENT.** Per K.S.A. 58-2565:

- A. **Definition.** If, after Tenant is 10 days in default for nonpayment of rent and has removed a substantial portion of Tenant's belongings from the Premises, Landlord may assume that Tenant has abandoned the Premises, unless Tenant has notified Landlord to the contrary.
- B. **Reasonable Efforts To Rent.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning prior to the expiration of this Agreement, it is deemed to be terminated as of the date the new tenancy begins. This Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment, if Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender.
- C. **Personal Property.** If Tenant abandons or surrenders possession of the Premises and fails to remove any household goods, furnishings, fixtures or any other personal property, Landlord may take possession of the personal property, store it at Tenant's expense, and sell or otherwise dispose of it after 30 days. At least 15 days prior to the sale or other disposition of such personal property, Landlord shall publish once in a newspaper of general circulation in the county in which such Premises is located a notice of Landlord's intention to sell or dispose of such personal property. Within seven days after publication, Landlord shall mail a copy of the published notice to Tenant at Tenant's last known address. Such notice shall state the name of Tenant, a brief description of the personal property, and the approximate date on which Landlord intends to sell or otherwise dispose of such personal property. If the foregoing requirements are met, Landlord may sell or otherwise dispose of the personal property without liability to Tenant or to any other person who has or claims to have an interest in such personal property, except as to any secured creditor who gives notice of creditor's interest in such personal property to Landlord prior to the sale or disposition thereof. During such 30 day period after Landlord takes possession of the personal property, and at any time prior to sale or other disposition thereof, Tenant may redeem the personal property upon payment to Landlord of the reasonable expenses incurred by Landlord of taking, holding, and preparing the property for sale and of any amount due from Tenant to Landlord for rent or otherwise.
- D. **Proceeds Of Sale.** Any proceeds from the sale or other disposition of the personal property as provided in subsection (C) above shall be applied by Landlord in the following order:
- i. to the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice, and selling or disposing thereof;
  - ii. to the satisfaction of any amount due from Tenant to Landlord for rent or otherwise; and
  - iii. the balance, if any, may be retained by Landlord, without



liability to Tenant or to any other person, other than a secured creditor who gave notice of creditors interest as provided in subsection (C), for any profit made as a result of a sale or other disposition of such property.

26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per K.S.A. 58-2557:

- A. Landlord shall have the right to enter the Premises 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 Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. Landlord may enter the Premises without consent of Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.
- C. Landlord shall not abuse the right of access or use it to harass Tenant.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

29. **GROUND'S FOR TERMINATION OF THE TENANCY.**

- A. **Termination By Landlord.** Landlord may terminate this Agreement if:
  - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
  - ii. Tenant misrepresents any material fact on Tenant's rental application;
  - iii. there is a material noncompliance by Tenant with this Agreement or a noncompliance with K.S.A. 58-2555 and amendments thereto materially affecting health and safety, per K.S.A. 58-2564;
  - iv. Tenant refuses to allow lawful access to the Premises, per

K.S.A. 58-2571; or

v. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. there is a material noncompliance by Landlord with this Agreement or a noncompliance with K.S.A. 58-2553 materially affecting health and safety, per K.S.A. 58-2559;
- ii. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per K.S.A. 58-2562;
- iii. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services to Tenant by interrupting or causing the interruption of electric, gas, water, or other essential service, per K.S.A. 58-2653;
- iv. Tenant receives military orders that necessitate termination of this Agreement and Tenant provides 15 days' notice to Landlord, per K.S.A. 58-2570; or
- v. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and

conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs, if so required by a court of competent jurisdiction.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement. **However, if Landlord accepts rent without reservation and with knowledge of a Tenant default, Landlord by such acceptance condones the default and thereby waives Landlord's right and is estopped from terminating this Agreement as to that breach.**
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **AGREEMENT NOT SIGNED AND DELIVERED GIVEN AFFECT BY CERTAIN ACTIONS.** Per K.S.A. 58-2546:
- A. If Landlord does not sign and deliver this Agreement which has been signed and delivered to Landlord by Tenant, the knowing acceptance of rent without reservation by Landlord gives this Agreement the same effect as if it had been signed and delivered by Landlord.
  - B. If Tenant does not sign and deliver this Agreement which has been signed and delivered to Tenant by Landlord, the knowing acceptance of possession and payment of rent without reservation gives this Agreement the same effect as if it had been signed and delivered by Tenant.
  - C. If this Agreement is given effect by the operation of this section and provides for a term longer than one year, it is effective only for one year.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}