

NEBRASKA RESIDENTIAL LEASE AGREEMENT

Parties:

This Agreement is entered into between _____ (hereinafter referred to as "Tenant") and _____ ("Tenant") and _____ (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:

WITNESSETH: That in consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in _____ County, _____, Nebraska and located at:

_____ ("the premises"), together with the following furnishings and appliances:

Term:

The term of this Lease is for 12 months, commencing on the ____ day of _____, 20__ and expiring on the ____ day of _____, 20__, unless renewed or extended pursuant to the terms herein.

Payment of Rent:

The total rent for the term of this agreement is _____ Dollars (\$_____), payable at a rate of _____ Dollars (\$_____) per month in advance, the first installment to be made on the 1st day of _____, 20__ and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to _____ and mailed or delivered to the following address: _____, NE _____.

Rent may be delivered personally if prior arrangements are made with Landlord.

Prorated first month's rent:

If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is \$_____, which amount shall be paid at the execution of this Lease.

Rent Increases:

In the event of a rent increase, Tenant shall be notified pursuant to applicable state laws and/or statutes.

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Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$25.00 will be assessed.

Late Charges:

If Tenant fails to pay the rent in full before the end of the day in which it's due, Tenant will be assessed a late charge of \$5 per day until paid in full. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Tenant Examination and Acceptance of Premises:

The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:

The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement and the following minor children whose names and ages appear below:

The premises shall be occupied by no more than _____ (___) persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord.

Disturbances and Violation of Laws:

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:

Upon execution of this lease, Tenant will deposit with Landlord the sum of _____ Dollars (\$_____), the amount of which does not exceed one (1) months rent, which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms

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hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over. In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord.

Within fourteen (14) days after Tenant has vacated the premises, made demand for Tenant's security deposit and notified Landlord of the location where payment may be made or mailed, Landlord shall furnish Tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Tenant.

Landlord is not obligated to return Tenant's security deposit or give Tenant a written description of damages and charges until Tenant provides Landlord a written demand for said security deposit and notifies Landlord of Tenant's forwarding address for the purpose of refunding the security deposit.

Application for Lease:

Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:

Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. However, Tenant may, at Tenant's sole discretion, deliver unto Landlord a written notice of at least five (5) days, notifying Landlord of Tenant's termination of this Lease and upon the expiration of said five (5) days this Lease shall terminate and Landlord shall return all prepaid rent and security deposit to Tenant. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

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Utilities:

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

Gas Water Electric Refuse Collection Telephone Cable TV

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease. Utilities must be in Tenants name by first day of occupancy. Failure to do so may result in services being disconnected.

Alterations and Repairs by Tenant:

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:

Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:

Landlord shall:

- a. Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- b. Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- c. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her;
- d. Apply fertilizer to yard and weed control.

But Landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties:

Tenant shall:

- 1. Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety;
- 2. Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the tenancy place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the tenancy commenced;

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3. Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner;
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
8. Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with Landlord's rights or duties.
9. Keep the yard mowed and remove any yard waste such as tree branches, grass clipping or leaves.
10. Remove any snow from sidewalks or driveways on the property.
11. Tenant will not smoke or allow smoking within the dwelling by themselves or their guests. Smoking is not allowed in dwelling.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Pets:

No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission will be conditional upon an additional monthly rent increase of _____ (\$_____) per month, to be paid prior to the pet being kept on the leased premises.

Quiet Enjoyment:

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the leased premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

Surrender of Premises:

Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Failure to comply will be cause to charge Tenant for professional cleaning service. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

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Landlord's Right to Access and Inspection:

In addition to the rights provided by law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct seasonal inspection/maintenance or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant one (1) day's notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Since *time is of the essence* in all matters of this Lease, and especially with respect to the issue of renewal, if Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Nebraska law, at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:

Tenant will notify Landlord in advance if Tenant will be away from the premises for seven (7) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:

If Tenant wrongfully quits and abandons the dwelling unit during the term of the tenancy, Landlord shall make reasonable efforts to make the dwelling unit available for rental. If Landlord rents the dwelling unit for a term beginning before the expiration of this Lease, this Lease terminates as of the commencement date of the new tenancy. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, Landlord fails to re-rent the premises for a fair rental during the term, Tenant shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term.

Property Damage - Destruction of Property:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

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Hold Harmless:

To the fullest extent permitted by law, Tenant hereby agrees that Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Disclaimer Of Security Warranties:

Landlord, Landlord’s agents or employees make no warranties, guaranties or representations regarding the security of the Premises, common areas, or the apartment community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and acknowledges that Tenant and occupant(s) shall have the exclusive responsibility of protecting the Premises, Tenant(s), occupant(s) and Tenant’s guests from crime, fire, and other danger. Landlord shall not provide and shall have no duty to provide any security devices to Tenant or the apartment community with the exception of those required by applicable law. Tenant shall look solely to the Public Police Force and other forms of Public Safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord’s agents or employees, and though Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon Tenant’s reasonable request, Landlord shall consider permitting Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access Premises.

Default / Breach By Tenant:

In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and if the default is not remedied within a reasonable time, not in excess of fourteen (14) days, this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the three (3) day notice period. Upon Landlord’s termination of this Lease, Tenant expressly agrees and understands that the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant’s security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

Notice of Injuries on Premises:

In the event of any significant injury or damage to Tenant, Tenant’s family, or Tenant’s invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

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Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Agents and Authority to Receive Legal Papers:

Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, _____, at the following
address: _____
_____, NE _____
Telephone: ____ _____

Time:

Time is of the essence in all matters of this agreement.

Subordination:

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding on Heirs and Assigns:

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:

This Lease shall be governed by the laws of the state of Nebraska.

Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:

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Tenant acknowledges receipt of an executed copy of this Lease.

Landlord signature: _____
Initials: _____
Date: _____
Address: _____

Phone: _____

Witness to Landlord's Signature: _____
Print name: _____ Date: _____

Tenant's signature: _____
Print name: _____
Initials: _____
Date: _____

Witness to Tenant's Signature: _____
Print name: _____ Date: _____

Tenant's signature: _____
Print name: _____
Initials: _____
Date: _____

Witness to Tenant's Signature: _____
Print name: _____ Date: _____

Tenant's signature: _____
Print name: _____
Initials: _____
Date: _____

Witness to Tenant's Signature: _____
Print name: _____ Date: _____

Tenant's signature: _____
Print name: _____
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Date: _____

Witness to Tenant's Signature: _____
Print name: _____ Date: _____

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