

# NEBRASKA MONTH-TO-MONTH LEASE

By this **AGREEMENT** made and entered into on \_\_\_\_\_ by and between

\_\_\_\_\_, of \_\_\_\_\_  
(hereinafter referred to as **LESSOR**) and

\_\_\_\_\_, of \_\_\_\_\_  
(hereinafter referred to as **LESSEE**)

leases the premises situated at \_\_\_\_\_  
(hereinafter referred to as the **PREMISES**)

for the term commencing on \_\_\_\_\_ and proceeding until terminated.

- 1) **Rent:** **LESSEE** agrees to pay, without demand, to **LESSOR**, rent for the **PREMISES** the sum of \$ \_\_\_\_\_ on a MONTH-TO-MONTH basis until the contract is terminated by either party.
- 2) **Security Deposit:** Prior to the commencement of the term, **LESSEE** will deposit with **LESSOR** the sum of \$ \_\_\_\_\_ said amount to be held in an escrow account as security for the faithful performance by **LESSEE** of the terms thereof. **LESSOR** may use the security deposit to pay amounts owed by **LESSEE** including damagers
- 3) **Quiet Enjoyment:** **LESSOR** covenants that on paying the rent and in performance of the covenants herein contained, the **LESSEE** shall peacefully and quietly have, hold and enjoy the **PREMISES** for the agreed term.
- 4) **Use of Premises:** The **PREMISES** shall be used and occupied by the **LESSEE** exclusively as a private residence.
- 5) **Upkeep of Premises:** **LESSEE** shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the **PREMISES** to **LESSOR** in as good condition as when received.
- 6) **Repairs and Maintenance:** **LESSOR** shall be responsible for all repairs and maintenance of the **PREMISES** not due to **LESSEE'S** misuse, water or neglect.



- 7) **Damage to Premises:** If the leased **PREMISES**, or any part thereof, becomes partially damaged by any casualty not due to **LESSEE'S** negligence or willful act, the **PREMISES** shall be promptly repaired by the **LESSOR** and there shall be an abatement of rent corresponding with the time during which, and to the extent to which the leased **PREMISES** have been untenable or if such damage is to the extent wherein reasonable repair is not possible, this **AGREEMENT** shall end and the rent shall be prorated up to the time of the damage.
- 8) **Condition of Premises:** Subject to the **LESSOR/LESSEE** inspection, which shall occur prior to **LESSEE'S** commencement to tenancy, **LESSEE** stipulates that he/she has examined the leased **PREMISES** including the grounds and all buildings and improvements and that they are, at the time of this lease, in good order, repair and in a safe, clean tenantable condition.
- 9) **Number of Occupants:** **LESSEE** agrees that the **PREMISES** shall be regularly occupied by no more than \_\_\_\_\_ persons. Additional tenants are allowed only by prior written consent of the **LESSOR**.
- 10) **ASSIGNMENT and Subletting:** This **AGREEMENT** shall not be assigned or sublet without the prior written consent of the **LESSOR**. Any assignment or sublet of this **AGREEMENT** without prior written consent of the **LESSOR** shall cause this **AGREEMENT** to terminate.
- 11) **UTILITIES:** **LESSOR** shall be responsible for arranging for and paying for all required utility services on the premises except those herein agreed that shall be provided by **LESSEE**, which are as follows:
- a) \_\_\_\_\_
- b) \_\_\_\_\_
- 12) **Right of Inspection:** During the term of the **AGREEMENT**, **LESSOR** shall have the right at reasonable times and with **TWENTY FOUR (24)** hours prior notice. To enter the **PREMISES** for the purposes of inspecting, repairing, or improving the premises. **LESSOR'S** entrance into the **PREMISES** shall not constitute a disturbance of the **LESSEE'S** quiet enjoyment of said **PREMISES**.
- 13) **Display of Signs:** During any part of the term of this **AGREEMENT**, **LESSOR** shall have the privilege of displaying and usual "For Sale" or "For Rent" signs on the **PREMISES**.
- 14) **Right of Showing:** **LESSOR** or agents of the **LESSOR**, shall have the right of showing premises to prospective Buyers or prospective Tenants subject to the following conditions:
- a. Prior notice to **LESSEE** of **TWENTY FOUR (24)** hours of the intent to show **PREMISES**.
  - b. Entry and showing shall occur only between the hours of 12:00 noon and 5:00 p.m.



- 15) **Subordination of Lease:** This **AGREEMENT** and **LESSEE'S** leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased **PREMISES** by **LESSOR**.
- 16) **Surrender of Premises:** At the expiration of the Term, **LESSEE** shall quiet and surrender the **PREMISES** in as good a state and condition as they were at the commencement of this **AGREEMENT**, reasonable use and were thereof, damage not the fault of the **LESSEE** and damages by the elements excepted.
- 17) **Security Deposit Refunds:** The balance of all security deposits, including all accrued interest, shall be refunded within **THIRTY DAYS (30)** from the termination of this **AGREEMENT** or the date possession is delivered back (whichever is later) to the **LESSOR**, together with a statement showing any charges made against such deposits by **LESSOR**.
- 18) **DEFAULT:** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or any default is made in the performance of or compliance with any other terms or conditions hereof, this **AGREEMENT**, at the option of the **LESSOR**, shall terminate and be forfeited, **LESSOR** may re-enter the **PREMISES** and remove all persons therefrom, **LESSEE** shall be given notice of any default or breach, and termination and forfeiture of this **AGREEMENT** shall result if, within \_\_\_\_\_ **DAYS** of receipt of such notice, **LESSEE** has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 19) **Default of Possession:** If the **LESSEE** terminates this **AGREEMENT** prior to the commencement of the term or defaults in taking possession of the **PREMISES** pursuant to the terms of this **AGREEMENT**, **LESSEE** shall be liable to the **LESSOR** in the amount of any deposits and/or rents paid to date as liquidated damages, which shall by the **LESSOR'S** exclusive remedy in law or in equity.

20) **Other Terms:**

**IN WITNESS WHEREOF**, the Parties have executed this **Lease Agreement** on the day and year first above written.

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

