

(NOTE: THIS IS A LEGAL DOCUMENT. IF YOU ARE NOT SURE OF WHAT YOU ARE SIGNING, CONSULT AN ATTORNEY)

**DWELLING LEASE**

**1. Description of the Parties and Premises**

\_\_\_\_\_ OWNER) does hereby lease to \_\_\_\_\_

\_\_\_\_\_ (RESIDENT(s)) the dwelling unit located at \_\_\_\_\_ Omaha, Nebraska \_\_\_\_\_ for the term commencing on \_\_\_\_\_ and ending on the last day of \_\_\_\_\_.

Members of RESIDENT'S household who will reside in the rental unit are:

\_\_\_\_\_ Age \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ Age \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ Age \_\_\_\_\_ Age \_\_\_\_\_

No others are allowed. Short term visits by relatives and friends may not exceed seven (7) days without permission of the OWNER, or be subject to additional charge of \$\_\_\_\_\_ per person per month or any part thereof. This charge may be assessed with 7 days notice to resident.

**MOVE IN PRIOR TO LEASE:** If the property is vacant and at no additional rent to the resident, the resident may move in before the beginning date of this lease, provided that the resident does the following beforehand: (A) sign this lease (B) pay the following amount (\$\_\_\_\_\_) in cash, certified check or bank check (C) is responsible and pays for all utilities and services as of the date of moving in, which is \_\_\_\_\_ (D) conforms to all provisions of this lease.

The lease may be terminated by either party giving written notice to the other at least thirty (30) days prior to the expiration of the original or any renewal term thereof. Failure to give such notice shall constitute an automatic renewal of this lease for the term of one month at the same rental rate and on the same conditions, requirements and obligations for a period of one month, said month starting on the first of the month. Occupancy of one or more days of any month makes the resident responsible for the entire months' rent, unless other arrangements have been permitted in writing by OWNER.

If RESIDENT does not completely vacate the premises on the last day of the month of occupancy that said notice was given (including the return of all keys and leaving the unit in good condition), then a **holdover tenancy** is established and RESIDENT agrees to pay OWNER an additional full month's rent, less any rents collected for said holdover month from any new RESIDENTS. If RESIDENT refuses to allow OWNER free access (with 24 hours' notice) to show and make every effort to re-lease said premises, RESIDENT agrees to pay OWNER an amount equal to one full month's rent as damages in addition to any other money that OWNER is entitled to under this contract and/or law.

If more than one person signs this lease, the liability of all parties shall be joint and several meaning that each RESIDENT is liable for the entire rental payment and all other obligations in this lease agreement. In the event OWNER sues RESIDENT(S) for any reason, including nonpayment of rent, all those either signing the lease or living in the premises will be named as defendants.

2. **Amount and Due Date of Rental Payments.** Monthly rent of \$\_\_\_\_\_ shall be due and payable in advance on the:

Mark all that apply:

On the first day of the month  If the box to the left is checked, there is no grace period. Late fee and OWNER'S right to issue a three-day notice for nonpayment of rent may result on the second day.

On the \_\_\_\_\_ day of the month and each \_\_\_\_\_ day of the month thereafter.

If checked, RESIDENT is allowed to pay rent two times a month for an additional service fee of \$\_\_\_\_\_ per month for a payment of \$\_\_\_\_\_ on the \_\_\_\_\_ day and \$\_\_\_\_\_ on the \_\_\_\_\_ day of each month.

If checked, rent shall be reduced by \$\_\_\_\_\_ per month from the rent stated above in consideration for RESIDENT being responsible for all repairs to the premises except to the roof, foundation, main electrical panel, heating and central air (unless repairs are necessary to any of these items due to acts of omission or commission by RESIDENT) and to maintain dwelling according to all applicable building and maintenance codes of the City of Omaha and of the Nebraska OWNER and RESIDENT Act. This applies only to single family dwellings.

POSSESSION: Rent will be payable as of the beginning of the term unless the OWNER is unable to give possession. The OWNER will not be liable for failure to give resident possession of the rental on the beginning of the term.

If this lease commences on a day other than the first day of a month, then the rent will be prorated from the effective date of the lease only if this box  is checked; otherwise, the second month's rent shall be prorated.

If rental premises has central air, RESIDENT agrees to pay an additional \$\_\_\_\_\_ per month for the use of the central air unit for the months of June through September, inclusive. If RESIDENT does not wish to pay extra for the central air unit, OWNER is authorized to disable the same. If this box is checked,  RESIDENT owes for the central air regardless of whether or not the same was actually used by the RESIDENT.

The rent is to be made payable to \_\_\_\_\_ and sent to the address at \_\_\_\_\_ on before the due date.  If this box is checked, the OWNER will pick up the rent on or prior to the due date. RESIDENT agrees to have proper change if paying in cash.

Expenses are never to be deducted from the rent. Rent is to be paid in full and on time. Rent rebates, expenses, and reimbursements are always to be handled as separate transactions and always must be in writing by the OWNER to be enforceable.

Time is of the essence for the payment of rent and strict compliance with the lease due dates is required. Any rents lost in the mail will be treated as if unpaid until received by the OWNER.

FINANCIAL HARDSHIP CLAUSE: Because unforeseen circumstances may occur during the rental term which may create difficulty for RESIDENT to make timely rent payment, RESIDENTS agree to work with OWNER and permit direct contact from the OWNER with the following individuals, companies or organizations for assistance in past due rental payments. Please provide names and phone numbers of individuals who may be able to provide assistance for payment of rent should you need temporary financial assistance. Emergency contact for Resident #1: Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Emergency contact for Resident #2: Name \_\_\_\_\_  
Phone \_\_\_\_\_

3. **Late Fees.** Unless the box allowing twice a month payments for an extra fee is checked above, Ten percent (10%) of the rental payment or \$25, whichever is greater, shall be charged for any month rental payment is not received in full by midnight of the \_\_\_\_\_ day after the due date of the rent. If suit is filed to evict the RESIDENT, OWNER will reinstate the lease, at OWNER'S sole option, only if RESIDENT pays entire rental account current, including late fees, any damages and an additional \$\_\_\_\_\_ for legal fees and court costs.

4. **Application of Money Paid.** All payments by RESIDENT or by anyone or by a governmental agency on RESIDENT'S behalf shall be first applied to deposit due, if any; damages due, if any; repair charges, if any, utility charges due, if any; late fees, if any; any other charges, if any; past due rent, if any; and then last to current rent. Money orders shall be credited only upon receipt by OWNER. RESIDENT'S receipt that a money order was purchased is not proof OWNER received it. OWNER will not wait for "lost" money orders. Any rents lost in the mail will be treated as if unpaid until received by the OWNER.

5. **Security Deposit.** RESIDENT agrees to pay \$\_\_\_\_\_ as a security deposit to be used by OWNER at the termination of this lease toward reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by RESIDENT, his/her family, dependents or guests, unpaid charges, and any rent owed by RESIDENT, including rent for a vacancy caused by RESIDENT'S breach of the lease.

OWNER agrees to return the security deposit to RESIDENT when RESIDENT vacates, less any deductions for any of the costs due OWNER under the terms of this Lease, within 14 days after **written demand** is made to OWNER. If such deductions are made, OWNER will give RESIDENT a written statement of any costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the dwelling unit. The OWNER is under no obligation to account to the RESIDENT for any deposit while the RESIDENT is still in possession of the premises. RESIDENT is deemed to be in possession of the premises as long as the key(s) have not been returned to the OWNER.

Release of the security deposit shall not be done unless all of the following is strictly complied with:

- A. RESIDENT must give OWNER a written notice of intent to vacate at least 30 days prior to the first of the month following the date of the notice, even if RESIDENT vacates at the end of the first year lease.
- B. There must be no damage to the rental premises or any supplied appliances or other personal property beyond normal wear and tear.
- C. The entire unit, including range, refrigerator, bathroom, closets and cupboards, must be clean and the refrigerator defrosted. Leave refrigerator plugged in. Wipe with cleaner all shelves, closet shelves, kitchen shelves and drawers.
- D. All debris, rubbish and discards hauled away.
- E. All keys returned to management.
- F. Forwarding address left with management.
- G. Security deposit may not be used to pay last month's rent.

The costs of labor and materials for cleaning, repairs and replacement beyond normal wear and tear, based on the unit check-out inspection will be deducted from the security deposit. If the deposit is not enough, OWNER will attempt to collect balance from RESIDENT.

The parties agree that under normal circumstances, an interior painting should last at least three years. [ ] If this box is checked, the unit has been freshly painted for RESIDENT prior to move in. If the unit needs to be repainted after RESIDENT'S first year, two-thirds of the cost of re-painting shall be charged to RESIDENT. If the RESIDENT has stayed two years, and the unit needs re-painting, the RESIDENT shall be charged one-third the cost of re-painting. If RESIDENT has stayed three years, there will be no charge for re-painting the unit. [ ] If this box is checked, the unit has not been freshly painted and there will be no charge to the RESIDENT for normal re-painting if the RESIDENT stays at least one year. If the RESIDENT fails to stay one year, the RESIDENT shall pay two-thirds of the cost of re-painting.

The security deposit will be returned in the form of a check and mailed to the forwarding address. The check will be addressed jointly to all persons whose names appear on the lease. If RESIDENT fails to provide a forwarding address, OWNER will be under no obligation to RESIDENT for any deposit.

RESIDENT further agrees to the charges set forth below in the event OWNER has to do any of them with the charges to be taken out of the deposit of RESIDENT. RESIDENT and OWNER agree that the charges are to be considered liquidated damages as it is not easy to determine the actual cost of doing each individual item that is RESIDENT'S responsibility, as OWNER'S contractor may also have repairmen working on items at the same time which are OWNER'S responsibility. This is not intended to exclude charging for items not on this list. This does not limit cost of any damage to the amount of the deposit.

#### **List of Damage Charges**

- \$100 Clean stove completely, including oven and drip pans
- 100 Clean and defrost refrigerator; reset to 2
- 25 Clean and wipe shelves of cupboards and drawers in kitchen; remove contact paper and glue residue
- 50 Clean and wash kitchen floor including under refrigerator and stove; remove any marks
- 20 Clean sink and shine fixtures
- 50 Clean bathroom floor, tub, shower, commode, lavatory; shine fixtures
- 15 Clean bathroom medicine cabinet; polish mirror
- 25 Clean and wipe off closet shelves and empty closets of all hangers and debris
- 15 Vacuum carpets

- 15 Wipe and dust off all doors and woodwork
- 50 To repair damage for each hole or stain in carpet caused by resident; normal wear patterns and soil excepted
- 500 Minimum to replace carpet which is beyond repair
  - 5 For each key not returned; \_\_\_\_\_ keys were given at move in
  - 40 For each storm window insert or screen insert missing or damaged
  - 140 For each combination window missing or with more than two inserts missing or damaged
  - 140 For each storm door damaged or missing
  - 25 For each hole in walls or doors larger than normal picture hanger size
  - 1 For every light bulb that does not work or is improper wattage
  - 10 Replace non-working smoke detector battery (each)
  - 15 Replace missing or broken smoke detectors (each)
  - 75 Minimum to haul trash not properly bagged for City to take
  - 100 Minimum to cut grass, trim bushes, cut volunteer trees, clean yard
  - 20 To remove adhesive stickers
  - 10 For each light fixture cover
  - 25 For each light fixture

The OWNER and only the OWNER will determine whether the premises will qualify as “clean”.

6. **Utilities, Appliances and Services.** OWNER agrees to furnish the following: (Indicate “yes” or “no”) GAS \_\_\_\_\_ ELECTRICITY \_\_\_\_\_ HOT WATER \_\_\_\_\_ WATER AND SEWER \_\_\_\_\_ OWNER PROVIDES THE FOLLOWING \_\_\_\_\_. [ ] Check if the City will pick up trash but RESIDENT must follow city’s regulations for disposal and put trash out on proper trash pick up day and put all trash into cans

The OWNER will also provide the following only if indicated by “yes”: Lawn maintenance \_\_\_\_\_ Snow removal \_\_\_\_\_ Stove \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_ Window Air \_\_\_\_\_ How Many? \_\_\_\_\_ Central Air \_\_\_\_\_. Other (specify)\_\_\_\_\_.

[ ] If this box is checked, OWNER will leave any stove or refrigerator in the house or apartment as an accommodation to RESIDENT but shall be under no obligation to repair or replace it even if marked “yes” above that OWNER will supply one.

[ ] If this box is checked, OWNER will leave any window air conditioner but shall be under no obligation to repair or replace it.

[ ] If this box is checked, and if OWNER is providing electrical service as part of this lease agreement and if either OWNER or RESIDENT installs a window air conditioning unit(s) in the premises, RESIDENT agrees to pay OWNER an additional fee of \$50 per window air conditioner per calendar month or any part

thereof for the additional electrical usage (regardless of the number of days in window or actual days air conditioner is operated) for the months May through September.

If this box is checked, RESIDENT agrees to have the central air unit serviced at RESIDENT'S expense by the end of May of each year.

7. **Damage and Repair.** RESIDENT shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. RESIDENT shall notify OWNER promptly of known need for repairs in his/her dwelling unit, and of known unsafe conditions in the common areas and grounds of the property which may lead to damage or injury, including but not limited to water going where it is not supposed to, peeling and chipping paint . Except for normal wear and tear, RESIDENT agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises caused by RESIDENT, his/her family, dependents or guests. Such charges shall be billed to RESIDENT and shall specify the items of damages involved, corrective action taken and the cost thereof.

A. Gutters:  If checked, RESIDENT shall clean gutters in the spring and the fall of each year.

B. Electric:  If checked, RESIDENT shall be responsible for changing fuses or resetting electrical breakers during RESIDENT'S occupancy. If OWNER changes fuses or resets the breaker for RESIDENT, the RESIDENT agrees to pay a \$15 service charge if done by OWNER'S maintenance person or the actual charge if a non employee of the OWNER does it.

RESIDENT is urged to keep his/her own personal property fully insured against all hazards and agrees to hold OWNER harmless for any loss to RESIDENT'S property due to fire, theft, flood, ice, snow, lightning, wind, sewerage, gas, steam, odors, water leakage, water, tornado and any other manmade or natural casualty of any kind, including but not limited to any acts or neglect of other RESIDENTS, occupants or employees of OWNER.

8. **Inspections.** RESIDENT agrees that the duly authorized agent, employee or representative of OWNER will be permitted to enter RESIDENT'S dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Except in the case of emergency, or if it is impracticable to do so, OWNER shall give RESIDENT at least 1 day's notice of OWNER'S intent to enter. If RESIDENT is required to be present when repairs are being made, the RESIDENT will be given the choice of the hours of 8 a.m. to noon or noon to 7 p.m. for service persons to go to the premises to make repairs. If RESIDENT is not present when service person arrives or does not stay the entire time period during which repairs are being made, and service person is not

thus authorized to enter the premises or to remain on the premises without RESIDENT being present, RESIDENT shall be charged for one service call in the amount of \$35 even if the repairs are not the responsibility of RESIDENT. **Service persons will not remain in a unit with any children under legal age unless a parent or adult is also present.**

9. **Legal Notices.** Any notice required hereunder will be sufficient if delivered in writing to RESIDENT personally, or to an adult member of his/her family residing in the dwelling unit, or if sent by regular US mail, postage prepaid. Notices to OWNER must be in writing, and mailed to OWNER by certified mail only.

10. **Occupancy of Dwelling Unit.** RESIDENT agrees not to assign this lease, nor to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers, or to use as a day care business, and:

- A. RESIDENT, by the execution of this lease, admits that the dwelling unit described herein has been inspected by him/her and meets with the approval of RESIDENT. If RESIDENT sees anything wrong with unit for which RESIDENT does not want to be liable for upon move out, or if the unit needs some type of repair or maintenance, RESIDENT shall write OWNER a letter within 10 days of the date of the lease enumerating such items. Failure of RESIDENT to give OWNER such enumeration waives RESIDENT'S right to later complain about any defects not so listed.
- B. RESIDENT agrees to use the dwelling unit solely for RESIDENT and his/her family and/or dependents.
- C. RESIDENT agrees to abide by such necessary and reasonable regulations as may be promulgated by OWNER.
- D. RESIDENT agrees to pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of OWNER to make any demand for the same.
- E. RESIDENT agrees to keep the premises in a clean and sanitary condition, and to comply with all laws, health and policy requirements, with respect to said premises.
- F. RESIDENT agrees to have **no animals or pets** of any kind on the premises, other than those expressly permitted by OWNER, in which case RESIDENT agrees to sign a separate pet agreement and pay an additional deposit. [ ] If checked, see separate pet agreement.
- G. RESIDENT agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to OWNER in as good condition as when received, reasonable wear and tear excepted.
- H. RESIDENT agrees no alteration, addition or improvements shall be made in or to the premises without the consent of OWNER in

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writing. **NO PAINTING, WALLPAPERING, OR WALLPAPER BORDERS.**

- I. RESIDENT agrees that failure of OWNER to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any of them, thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- J. RESIDENT agrees that neither RESIDENT nor any family member or any guests shall engage in drug-related criminal activity, violent criminal activity or any other criminal activity, including disturbing the peace of any of the other RESIDENTS or neighbors.
- K. RESIDENT shall not allow any vehicles to drive or park on unpaved surfaces even temporarily while moving.
- L. RESIDENT agrees to immediately test all smoke detectors in the premises and to report to OWNER at once if any are not working or if none are present.

11. In return for RESIDENT'S continued fulfillment of the terms and conditions of this lease, OWNER covenants that RESIDENT may at all times while this lease remains in effect, have and enjoy for his/her sole use and benefit, the property herein-above described.

## 12. **Additional Provisions**

**CARPETS:** When RESIDENT vacates OWNER shall have carpets professionally steam-cleaned and deduct cost not to exceed \_\_\_\_\_ from RESIDENT'S deposit. RESIDENT shall have carpets professionally cleaned annually.

**PLUGGED DRAINS, TOILETS:** After the first 3 days of the lease, RESIDENT shall reimburse OWNER for the cost of unplugging any toilets, sinks, drains, for whatever reason, unless caused by broken pipes or tree roots, in which event OWNER shall bear the cost. "General build-up" is the cost of RESIDENT.

**BROKEN WINDOWS, DOORS, SCREENS:** RESIDENT shall pay for broken windows, torn or missing screens or storms, or broken doors, even if caused by a burglary or by wind damage, unless RESIDENT sends OWNER a list in writing enumerating torn screens, broken windows, and missing inserts within 10 days of execution of lease.

**VANDALISM:** RESIDENT is responsible for all vandalism committed to the inside of the property since the property is in the control of RESIDENT.

**ADHESIVE STICKERS:** RESIDENT is liable for the cost of removing all adhesive stickers to doors, walls and windows.

**UTILITIES:** RESIDENT has until \_\_\_\_\_ to put utilities in RESIDENT'S name or OWNER has right after this date to shut them off without further notice to RESIDENT. RESIDENT agrees to pay \$10 per day for MUD and \$10 per day for OPPD from the date of this Lease until utilities are put in RESIDENT'S name. RESIDENT must keep utilities on and if RESIDENT does not, OWNER may evict the RESIDENT, or at the option of OWNER, put utilities in his name and evict RESIDENT. If RESIDENT calls either MUD or OPPD to shut off the electric or the gas/sewer/water, RESIDENT agrees this is an act of abandonment of the premises and OWNER shall be entitled, upon receiving notice from either MUD or OPPD or both that RESIDENT has requested the utilities to be terminated, to take possession of the property without further action by OWNER or RESIDENT.

**LIGHT FIXTURES:** RESIDENT shall install no light fixtures or any other permanent fixtures without the consent of the OWNER, and if OWNER consents, the fixtures shall remain upon the premises when RESIDENT vacates the premises.

**PAINTING AND DECORATING:** RESIDENT shall do no painting. OWNER will paint any room at the request of RESIDENT in white at the cost of \_\_\_\_\_ per room plus cost of paint. Other decorating shall be done only with the written consent of OWNER. If RESIDENT does any painting without the consent of OWNER, the charge to repaint shall be \_\_\_\_\_ per room if any color was used other than white, and \_\_\_\_\_ per room if white was used, plus the cost of the paint at \_\_\_\_\_ per gallon.

**WALLPAPER/BORDERS:** No wallpaper or borders shall be allowed without written consent of OWNER.

**CHANGING LOCKS:** OWNER shall change the locks at any time at the request of RESIDENT upon payment of \$10.00 per lock in advance, plus a \$40.00 service fee.

(Applies only if checked) **LAWN MAINTENANCE:** RESIDENT shall keep lawn mowed on a regular basis, and shall trim all bushes as needed. Volunteer trees shall be kept cut down and no weeds, trees or bushes (other than those planted by OWNER) shall be allowed to grow along the foundation and any fence lines or one-half of any alley adjoining the property. If RESIDENT fails to mow the premises for three weeks in succession, OWNER is authorized to mow the premises for RESIDENT and charge RESIDENT a minimum of \$50 for the same. If OWNER has to cut down volunteer trees or weeds allowed to grow by RESIDENT, the RESIDENT agrees to pay a minimum charge of \$100 for this service. These charges may be avoided by RESIDENT cutting the grass, weeds and volunteer trees on a regular basis.

**WATERING SOD:** If the grass has been replaced either by seed or sod by any EPA lead remediation program, the Resident agrees to water the same according to EPA's directions for the EPA required time period in order for the grass seed or sod to become established.

**SNOW REMOVAL:**  If checked, RESIDENT is responsible for all ice and snow removal. If checked, RESIDENT accepts full responsibility and holds OWNER harmless for any and all liability for any damages, injuries or claims resulting from RESIDENT'S negligence in failing to promptly remove snow and ice.

**AUTOMOBILES:** No cars, trucks or other vehicles shall remain on the premises unless currently licensed and fully operational. Any car on blocks, with flat tires or leaking oil or radiator fluid shall be deemed to not be running. No car parts shall be left outside of any garage. No car parts shall be taken into the house or apartment. Any vehicles forbidden under this paragraph may be towed by OWNER at RESIDENT expense after mailing RESIDENT a notice telling RESIDENT that the offending vehicle shall be removed by OWNER after 3 days after the date of the notice.

**PLASTIC ON WINDOWS:** No plastic shall be installed over the windows on the outside of the house under any circumstances. If the RESIDENT wishes to install plastic over the inside of the windows, only 3M storm window kits shall be used. Under no circumstances may tape other than what comes with the commercial storm window kit be used. No staples or nails may be used. RESIDENT shall remove all such plastic from windows before vacating.

(Applies only if checked) **ROACHES AND RODENTS:** The parties acknowledge that roaches and mice are frequently a fact of city life and that roaches can be brought into a unit by the RESIDENT in moving, bringing in used appliances, TVs, grocery sacks, and roach populations can grow through lack of proper sanitation and food handling on the RESIDENT'S part. In the event roaches become a problem, OWNER will provide a ready mixed spray in a spray bottle, at no cost to RESIDENT, and RESIDENT shall spray the unit themselves. The spray will be an over-the-counter type not required to be licensed in order to buy or use. OWNER shall provide traps and poison in the event RESIDENT is having a mouse problem. If rats are observed, the Department of Health shall be called to inspect the unit and OWNER will do whatever is recommended by the Department of Health, at OWNER'S expense, to eradicate any rats.

**LOCKOUTS:** There is a \$15 lockout fee for OWNER to let RESIDENT into premises for 8 a.m. to 5 p.m. Monday through Friday, excepting holidays, and \$25 for after these hours, Saturdays, Sundays and holidays, and \$5 if RESIDENT picks up key from OWNER.

**FURNACE/AIR MAINTENANCE:** RESIDENT shall change furnace filters monthly during the winter and, if central air conditioner, every month during the summer. If central air, RESIDENT shall hose off the outside compressor and keep it free of tree lint, weeds, grass and any other debris. RESIDENT will be charged for service call and any repairs required due to failure to change filters or keep outside compressor clean.

**ABSENCE AND ABANDONMENT:** RESIDENT will notify OWNER of any absence from the premises in excess of seven days, no later than the first day of said absence, and OWNER is hereby authorized to enter the premises at any time during said absence to inspect and/or preserve the premises. When RESIDENT abandons the premises, OWNER may enter premises by any means deemed necessary without becoming liable to RESIDENT for any damages or payments of any kind; and may re-lease the premises holding RESIDENT liable for any money that is due OWNER under this agreement plus a leasing fee of \$150 less any rents collected from the new RESIDENT (this leasing fee is only applicable after the original term of the lease and when RESIDENT fails to give proper notice to vacate). RESIDENT hereby instructs OWNER to dispose of any personal property remaining in the unit at RESIDENT'S expense, which may include moving, storage and dump fees; and OWNER is hereby relieved of any and all liability to RESIDENT for doing so. RESIDENT waives any and all rights under the Nebraska Personal Property law when the premises are abandoned and no notice is given OWNER of RESIDENT'S intent to vacate. If a court order of restitution of the premises is ordered against the RESIDENT and the RESIDENT vacates before the constable or sheriff removes the RESIDENT from the premises, any personal property RESIDENT leaves behind is hereby agreed by the RESIDENT to be worthless and the OWNER is authorized to dispose of any such personal property without any liability to the RESIDENT. RESIDENT agrees that for purposes of this Paragraph, abandonment occurs when the normal items necessary to every day living in the premises are missing, including but not limited to such items as televisions, majority of the clothes, living room and bedroom furniture, VCR's, cars, kitchen appliances, dishes, etc.

**RETURNED CHECK FEE:** RESIDENT agrees to pay OWNER a fee of \$30 for any check returned by RESIDENT'S bank, and further understands that OWNER will then consider RESIDENT'S rent late and may impose the late fees and costs as outlined here. OWNER will not accept any more checks from RESIDENT.

**COLLECTION FEE:** RESIDENT agrees to pay a collection fee of \$15 any time OWNER or his agent makes a personal visit to the leased premises for the collection of any money due OWNER unless it has been agreed in this lease that OWNER shall pick up rent money from RESIDENT.

**REINSTATEMENT FEE:** It is agreed to between the parties that once this lease is terminated by OWNER for any reason including the terms of a **legal three-day notice** mailed to RESIDENT by OWNER; that OWNER may reinstate the lease

agreement, at OWNER'S sole option, and RESIDENT agrees to pay OWNER \$50 as a reinstatement fee for such consideration. This fee is in addition to any other money due including past due rent, late fees, etc.

**RE-LEASING FEE:** If RESIDENT fails to occupy unit for the original term of the lease for any reason including, but not limited to, eviction by OWNER, RESIDENT agrees to pay OWNER a fee equal to one full month's rent as liquidating damages to cover the administrative and advertising cost to re-lease said unit. This is in addition to any other money due OWNER.

**CABLE AND SATELLITE TV AND TELEPHONE:** OWNER is not responsible for repair or replacement of any telephone wires or jacks or cable television wires or outlets. RESIDENT will not install or cause to be installed any television antennas, cable television or telephone cables without the written consent of the OWNER.

**DUMPSTER:** If there is a dumpster on the property, RESIDENT agrees to pay a \$25 charge for any trash left on the ground outside the dumpster or on top of the dumpster lid.

**TRASH CANS:** [ ] If checked, RESIDENT shall provide prior to moving in an adequate number of outside trash cans with tightly fitting lids in which to store outside refuse and waste. No trash shall be stored outside unless in such a container.

**CURTAINS, DRAPES:** If RESIDENT provides curtains or drapes for windows, no curtain rods may be attached to the woodwork. No sheets, newspapers or blankets may be used to cover the windows.

**SECURITY:** RESIDENT acknowledges that neither OWNER nor its representatives have made: (1) any representations, either written or oral, concerning the safety of the community or the effectiveness or operability of any safety or security devices; (2) any warranties or guarantees as to the safety or security of residents, occupants or their guests or invitees against the criminal or wrongful acts of third parties. Each RESIDENT, resident, occupant, guest and invitee is responsible for protecting their own person and/or property.

**SMOKE ALARMS:** RESIDENTS are responsible for routinely checking and advising OWNER immediately of the failure of any smoke alarms and/or detectors including the batteries located in their residence. Any such device that is found to be inoperable by RESIDENT or by OWNER will be repaired immediately. If repair/replacement is due to RESIDENT damage and/or a weak or missing battery, then RESIDENT will be billed \$25 for such repair. OWNER is **not** responsible for routinely checking smoke detectors/alarms. Upon move in RESIDENT will check to make sure the unit is equipped with a working smoke detector and immediately notify OWNER if is not so equipped.

**GOVERNMENT SUBSIDIZED UNITS:** If this unit's rent is subsidized by any governmental agency and RESIDENT fails to attend a scheduled inspection, RESIDENT shall pay a \$50 administrative fee if the failure of RESIDENT to attend results in a failed inspection.

**BUILDING YOUR CREDIT:** Residents understand that their rental performance while residing in the property will be reported to national resident reporting agencies. Non payment of rent and any outstanding debts are reported to all three major credit bureaus. However, having a good performance record can have positive benefits that may help residents prove credit worthiness with future OWNERS, creditors, lenders or mortgage companies. A review of each RESIDENT'S performance is done every six months and the OWNER will provide a GOOD performance report for residents who pay on time and follow all terms of the rental agreement. Building your credit will help residents intending to purchase houses. While a copy of a good report is provided to the residents for their records that can be used with future OWNERS, loan officers and creditors, please note: a poor performance report can hurt a RESIDENT'S credit/resident report and will also be made available to future OWNERS, banks and other creditors who they may want to do business with in the future. THEREFORE, it is important that you understand that the performance by RESIDENTS during the rental term (good or bad) can affect their future. Because of the importance of performances reported, a resident will always be notified when a rental violations occurs and be given the opportunity to immediately correct any poor performances before it is put on their record. RESIDENT authorizes OWNER to inform local credit agencies of their good or bad credit performance with regard to rental payment. Failure to pay rent or use of security deposit as last month's rent will be reported to all three national credit bureaus and be put on residents' credit history.

**TRUTHFULNESS OF APPLICATION:** If any material facts in the rental application are found untrue, the OWNER has the right to terminate the lease with 30 days notice delivered to the RESIDENT prior to the first of the month. A material fact shall be the truthfulness of prior landlords, the RESIDENT'S eviction history criminal history and work history.

**JOINT AND SEVERAL LIABILITY:** Each person signing this Lease as a RESIDENT is jointly and severally liable (TOGETHER AND SEPARATELY) for all the terms of this Lease including the FULL amount of the rent and for any damages that become due.

**AMENDMENTS:** This lease may be changed only by an agreement in writing and signed by all the parties.

**AGREEMENT AND UNDERSTANDING:** I acknowledge I have read and understand everything in this Lease and the OWNER OR MANAGER has

answered all my questions and has read or discussed the Lease with me. I further acknowledge it is advisable to seek legal counsel if I did not understand anything in this Lease.

**REMOVAL OF PERSONAL PROPERTY:** RESIDENT grants the OWNER permission to allow those person or persons listed on the application as your emergency contact person to remove all contents of the rental unit on your behalf should you not be able to do so or in the event we cannot contact you, whether you are sick, in the hospital, out of the city, incarcerated, or deceased.

**PLUMBING LEAKS:** RESIDENTS will notify OWNER of any water leaks immediately or will be liable for excess water bills. Any continuously running toilets or toilets that the flush handle has to be jigged will be reported to the OWNER at once.

**MILDEW:** The RESIDENT has inspected the premises prior to lease and noticed no sign of moisture or mildew contamination. Residents shall remove any visible moisture accumulation in or on the premises including walls, ceilings, and bathroom fixtures. RESIDENT further agrees to mop up spills and thoroughly dry areas with moisture as soon as possible after occurrence and regularly allow air to circulate and keep climate and moisture in the premises at reasonable levels. RESIDENT shall promptly notify landlord in writing of any excessive moisture, plumbing leaks, drips, sweating pipes or standing water inside the premises (that RESIDENT was unable to remove) or in any common area. RESIDENT also agrees to promptly notify landlord of malfunctioning fans and any water overflow from bathroom, kitchen or laundry facilities were the water may have permeated the cabinets or walls. RESIDENT shall be held liable for damages sustained to the premises or to occupants as a result of the RESIDENT'S failure to comply with these terms.

**FIXTURES AND IMPROVEMENTS:** The RESIDENT will leave upon and surrender of the premises at the end of this rental agreement all locks, brackets for curtains, mini-blinds, ceiling fans, and all other fixtures attached to doors, windows, or woodwork, and all alterations, additions and improvements made by the RESIDENT.

**OWNER OBLIGATIONS:** The OWNER is not required to do or pay for any work unless stated in this agreement.

**RESIDENT OBLIGATIONS:** If the RESIDENT fails to comply with any obligation in this agreement, the OWNER may fulfill the obligation on behalf of the RESIDENT. The OWNER may then charge any related costs to the RESIDENT as "additional rent".

\_\_\_\_\_  
(Name of OWNER)

\_\_\_\_\_  
(RESIDENT)

By: \_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(RESIDENT)

\_\_\_\_\_  
(RESIDENT)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)