

Residential Lease For

[REDACTED], Lincoln, NE 68502

Preamble

This lease is entered into by and between [REDACTED] (hereinafter "Landlord") and [REDACTED] commonly referred to as [REDACTED], Lincoln, NE 68502 (hereinafter "Premises"), conclusive.

Term

This lease shall commence on August 8, 2023 and shall continue for a term of 10 months with expiration on May 18, 2024 (hereinafter "Term"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default. At the end of the aforementioned term, this lease will terminate.

A sixty (60) day notice must be given in writing to terminate the lease prior to the end of the term unless there is a breach of this lease contract. Termination of tenancy will be honored at the end of the lease only. A verbal notice of intent to vacate will not be accepted and is not valid to terminate this lease. The dwelling must be vacated by 12:00 p.m. on the last day of the lease.

Landlord may serve notice in writing by mailing or by posting at premises. In the case of a renewed lease, Landlord reserves the right to renegotiate this lease at the termination of the initial lease.

Rent

Tenant agrees to pay Landlord rent for the use and occupancy of the Premises in the amount of \$785 per month, which monthly rent is due and payable in advance, on or before the first day of each month. This rent shall be transferred as specified in a timely fashion to ensure receipt on or before the due date. If Tenant fails to take possession of the premises, Tenant shall still be responsible for paying rent and complying with all terms of this lease.

If Landlord has not received full rent payment by the first of the month, Tenant shall pay to Landlord a late charge of ten (10) dollars per day from the 1st of the month in addition to the monthly rent then due. Landlord has no obligation to accept any rent not received on or before the first of the month. If Tenant does not pay late fees by the following month, Landlord will deduct the amount from the subsequent rent or security deposit at the termination of the lease. Any returned payments will be subject to a \$45 return fee. Landlord may require rent to be paid by alternate method in the event of payment issues.

All money received by Landlord will be first applied toward any previous balance including rent, fees, late and return charges, and damages and secondly towards current rent. All payments must be from Tenant of record named on lease.

Landlord and Tenant hereby agree that it is impracticable and extremely difficult to fix the actual damages suffered by Landlord in the event Tenant makes a late payment of rent, and that the above charge represents a reasonable approximation of the damages Landlord is likely to suffer from such a late payment. Landlord and Tenant further agree that this provision does not establish a grace period of the payment of rent, and Landlord may make a demand for the payment of rent at any time after it is due.

Security Deposit

Upon execution of this lease, Tenant shall pay landlord a security deposit in the amount of \$785. Landlord will hold this security deposit for the fulfillment of Tenant's obligations under this lease, and for the cleaning and repairing of the Premises, if necessary, after Tenant vacates the Premises. Alternatively, should the Tenant elect to pay a move in fee of \$345, the security deposit will be waived.

Landlord will return the security deposit to the Tenant within reasonable amount of time after Tenant has vacated the Premises and is able to satisfy proof of payment of all utilities, minus any amounts that are reasonably necessary to rectify any defaults in the payment of rent, to repair damages to the Premises caused by Tenant, to clean the Premises, repair and replacement of locks and keys, or in the event Tenant abandons the premises or breaches this lease, unpaid rent until the end of the lease term or until Landlord re-rents the premises, whichever happens first. Additionally, the security deposit will only be returned when all keys have been turned in, a forwarding address is left, and the dwelling has been cleaned, either by the tenant prior to vacancy or professionally.

Upon returning the security deposit to the Tenant, Landlord will provide the Tenant with an itemized written statement detailing the full amount of the security deposit received, the charges made by Landlord against the security deposit, and the disposition made or to be made of the security deposit. Tenant agrees that the Landlord will have the floors professionally when the Tenant has vacated the premises. Deposit will not be returned if lease is terminated before due term; resident may not apply the deposit toward payment of the rent.

Buy-out Request of Lease

Tenant may request release of all rights as Tenant and offer to surrender possession of premises a minimum of 60 days prior. This written application is referred to as a Buy-out Request. If the Landlord accepts the request, the Landlord shall provide agreement in writing. In order to exercise early termination, the Tenant shall pay 1.65x the current monthly rent due upon submission of the Buy-out Request

Discounts

If the Tenant was offered a move-in or rent special, but lease terms are not completely fulfilled, the Tenant will be held responsible for the discount given and the amount will be charged back to the Tenant's account.

Utilities

Tenant agrees to pay for utility services per usage and billing from respective utility service providers. Tenant must pay all utility bills according to each agreement with service provider. Failure to pay any scheduled utility is considered a material breach of this lease and

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will allow Landlord to invoke options set forth in this lease. Under no situation, abandonment, eviction, or otherwise, will relieve the Tenant from any financial obligations. A gas surcharge of \$35 winter heating is payable during the winter heating season.

Landlord shall reserve the right to cancel this contract without notice if Tenant is unable to have utilities placed in Tenant's name within two business days following the commencement date of this lease. Landlord reserves the right to share information with the utility company of Tenant social security numbers or other information requested by the utility company.

Landlord shall not be held responsible for providing any utilities other than gas, garbage, and water. Tenant agrees to pay for metered electricity per usage. Additionally, Landlord shall not be liable for any damages resulting from disruption of any utility service, including, but not limited to, outages or intentional shut-offs for the purpose of maintenance and repair.

Regulations of Premises

Any window treatments are to be fashionable and appropriate. Tenant agrees to maintain the landscaping and provide for snow removal in accordance with city regulations. Tenant shall not display any exterior signs or lighting. Nothing shall be attached to the outside of the building without prior written approval. Tenant is prohibited from adding, changing, or altering locks. Alcoholic beverages are not to be consumed in the parking lot or on the premises available for public interaction. Any violation of this provision shall constitute a material default under this lease. Landlord reserves the right to append regulations of premises.

Tenant Absence

Tenant shall notify Landlord of any anticipated absence from the premises in excess of three (3) days; failure to notify Landlord may result in Landlord deeming the property and any possessions therein to be abandoned. If tenant vacates the premises while in default of payment, Landlord may consider the premises to be abandoned, deeming any property to be abandoned and may dispose of in the same manner allowed by law.

Pets

No pets are allowed on the premises. If an unauthorized pet is found on the premises, Tenant will be subject to a \$100 per month fee (minimum one month charge).

Smoke Detector

Tenant acknowledges the smoke detector equipment is in proper order and will ensure the detection equipment is operational at all times, replace batteries as needed, and notify Landlord in writing if not operational. **Any smoke detector found inoperable will subject the tenant to a \$75 fine per incident.** Smoke detectors may be tested and inspected at any time **No smoking or burning of incense and candles is allowed inside any portion of the building premises. Smoking is prohibited within 25 feet of the building.** Any violation of this provision shall constitute a material default under this lease and constitutes an automatic forfeiture of the rental deposit.

Use of Leased Premises

Tenant agrees that the Premises are to be used exclusively as the living quarters of Tenant and shall not be used for any other purpose. Tenant shall not do or permit anything to be done on the leased premises that will in anyway interfere with the rights of other tenants, occupants, or neighbors, or to injure or annoy such persons. Tenant shall not use, nor allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant agrees not to use any portion of premises in a manner deemed hazardous by an insurance carrier. Additionally, Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises, or commit any waste in or on the Premises.

Parking / Garage

One parking space is assigned and all other vehicles or visitors must find public parking. Landlord, maintenance, and snow crews are not liable for damage to vehicles during property maintenance and tenants shall have no recourse. Tenant must be prepared to move vehicle during snow removal. Parking will be patrolled and enforced as posted. Such parking may be altered, modified, or discontinued by Landlord upon written notice to Tenants. Landlord, at its sole option, may adopt a parking arrangement that modifies prior arrangements or deletes assignments of parking. Tenant is responsible for keeping designated parking space clean. No garage space is included with this lease.

Condition of Premises

Both Landlord and Tenant have rights and responsibilities with respect to the condition of the Premises. These rights and responsibilities include the following: The Landlord will maintain the Premises in a safe, habitable, and sanitary condition and shall comply with all laws, ordinances, and regulations pertaining to the condition of Premises. Tenant shall remedy, at Tenant's expense, any damage or deterioration to Premises caused by Tenant's acts, whether intentional or through lack of ordinary care. Tenant acknowledges that Tenant has inspected the Premises and agrees that the Premises are in excellent condition. Additionally, Tenant has inspected the appliances on the premises and has found same to be in good condition and working order. The Premises are unfurnished. Landlord intends to comply with the Fair Housing Act and Tenant, if disabled, may be offered an accommodation.

Alterations and Repairs by Tenant

Tenant shall make no alterations to the Premises, including nail holes and painting, without first obtaining prior written consent of Landlord. Any alterations made to the Premises by Tenant after such consent is obtained and any fixtures will at the Landlord's option become the Landlord's property, however, Landlord shall have the right to require Tenant to remove any such fixtures at Tenant's cost on the expiration or the earlier termination of this lease.

Assignment and Subletting

Tenant may not assign this Lease or sublet all or any portion of the leased premises without first obtaining Landlord's written consent, which shall not be arbitrarily or unreasonably withheld. Landlord may consider all factors in granting or withholding such consent, including such assignee's or sub-lessee's financial and credit history, leasing history, or criminal history per Application Rental Criteria.

Any change in tenancy will be communicated with the Landlord immediately.

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All tenants must be assigned to the lease as set forth below. No persons other than Tenants signing this lease are to occupy the Premises. **Any persons found in tenancy, not included on this lease, will be cause for an increase in monthly rent in the amount of one hundred (100) dollars per person in violation.** Landlord's consent to any assignment or sublease shall not relieve Tenant of any obligations under this Lease, and shall specifically not relieve Tenant from Tenant's obligation to pay rent as set forth in this Lease. The consent of Landlord to any one assignment or subletting shall not be deemed to be a general consent to any subsequent assignment or subletting. Any assignment or subletting without the Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this lease.

Default by Tenant

Landlord and Tenant agree that every condition, covenant, and provision of this lease is material. A breach of any condition, covenant, or provision of this lease by Tenant will constitute a material breach. If Tenant does not cure the default within three days of notice, or if a cure is not possible, this Lease will be terminated.

If Tenant breaches this lease and abandons the property before the end of the term, or if Landlord terminates Tenant's right to possession because of Tenant's breach of this lease, Landlord may recover from Tenant:

- (1) The worth at the time of award of the unpaid rent that had been earned at the time of termination;
- (2) The worth at the time of the award of the amount by which the unpaid rent that would have been earned after termination until the time of award;
- (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the rental loss for the period that the Landlord proves could be reasonably avoided; and
- (4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease, or that in the ordinary course of things would be likely to result from that failure.

Responsibility

Landlord is not liable for bodily injury or damage to personal property of Tenant, household, or guests resulting from criminal acts, fire, steam, electricity, gas, water, the weather, or from any other cause. Tenant assumes all risk and waives all claims against Landlord for any such injury or damages. **Tenant is required to maintain current insurance for fire, theft, liability, etc.** Tenant releases Landlord from any and all claims, rights of recovery, and subrogation. Landlord is not liable for damage to Tenant's property for any reason.

Rules and Regulations

Tenant and any guests of Tenant shall obey all of the laws of the State of Nebraska as well as all local laws at all times while they are on the Premises. Additional rules regarding the premises may apply and will be posted for Tenant review. These rules are subject to changes by the Landlord with given notice.

Tenant will refrain from littering, damaging, impairing the use or removal any part of the premises and prohibit guests from doing the same. Tenant will place garbage and trash in containers approved by Landlord only in order to keep the Premises free of insects, mice, and vermin. Tenant agrees to pay for repairs resulting from Tenant's use and/or misuse of premises by Tenant, Tenant's family, pets, or guests.

Cooking grills of any fashion (propane, charcoal, or other) are not to be stored or used anywhere on the premises. Wading pools of ANY size are not allowed due to liability and regulations by the Health Department and Building and Safety. Satellite dishes are strictly prohibited on the premises. Tenant will maintain thermal efficiency during the heating and cooling season. Tenant will NOT allow property security to become compromised by giving out codes or keys to anyone not on lease. Fireworks are not allowed at any time.

Crime and Drug Free Housing

Tenant, household, or guests shall not engage in any criminal activity on the premises or otherwise, including drug related activity including, but not limited to the manufacture, sale, distribution, use, or possession of any controlled substance as defined in the Controlled Substance Act N.R.S. 28-416. No firearms are to be stored for any amount of time either within the apartment building, within a vehicle, or any other means on the property. Any violation of this provision shall constitute a material default under this lease.

Tenant agrees to submit within 5 business days to a drug test by a certified medical center. Failure of this test by any substances as defined in the Controlled Substance Act N.R.S. 28-416 will constitute a material default under this lease.

Application

Tenant agrees the application process requires an income verification, rental history, credit, and background check and agreement to this lease authorizes Landlord to aforementioned information. Landlord reserves the right to terminate this rental agreement and give a notice of 24 hours if tenant falsifies any information on said application. Tenant agrees that Landlord shall be entitled to retain any deposit and prepaid rent.

Property

Landlord shall furnish the following: stove, refrigerator, and air conditioning unit. Personal/private clothes or dish washers are strictly prohibited will be cause for an increase in monthly rent in the amount of twenty-five (25) dollars per machine. Tenant is to store any personal property, including bicycles, autos, boats, and trailers, in areas specifically approved by the Landlord. Any personal property belonging to the Tenant after the lease has been terminated will be considered abandoned in which case the Landlord may dispose of as such property in a manner deemed proper by Landlord and is relived of any liability from doing so.

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Lockouts

A lockout fee of \$65 will be charged if the Tenant locks himself out and requires the Landlord or other representative to unlock the dwelling, or furnish a duplicate key; the fee of \$75 will apply after 5:00 p.m., on holidays, and weekends. Landlord reserves the right to unlock the dwelling or furnish a key at a convenient time and place determined by the Landlord.

Right of Inspection

Landlord reserves the right, with given notice, to inspect the Premises for insects, damages, and lease violations every thirty (30) days. **Landlord reserves the right to enter Tenant's dwelling without prior notice to perform maintenance requested by the Tenant.** Notice of entrance may also be given in order to exhibit the building to Lincoln Building and Safety or other regulatory commission or in order to exhibit the dwelling to prospective or actual purchasers, mortgagors, tenants or leasers. A sixty-day written notice to vacate by Tenant shall be deemed notice to Tenant of Landlord's intent to show dwelling to prospective tenants and repairmen in anticipation of the vacancy by Tenant. Where practical to do so, Landlord shall give notice before entering dwelling. Failure to allow access with reasonable notice is subject to a \$90 fine to recover reasonable lost time and marketing efforts.

Lead-based Paint

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Presence of lead-based paint and/or lead-based paint hazards (Landlord):

____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explanation:

RR Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Tenant (Landlord):

____ Landlord has provided the Tenant with all available records pertaining to lead-base paint and/or lead-base paint hazards in the housing. Landlord will provide a copy of lead-based paint records, disclosures, and any attachments to Tenants at Tenant's request.

RR Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Landlord certifies the information is true and accurate to the best of Landlord's knowledge. Tenant acknowledges receipt of the federally approved pamphlet by signing this lease agreement.

Available online at: <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>

Sole Agreement

This document, including any attachments incorporated by reference or addendum, constitutes the entire and sole agreement between Landlord and Tenant respecting the leased Premises, the leasing of the leased Premises to Tenant, and the lease term created under this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date.

Execution on this on the date set forth below, in the City of Lincoln, County of Lancaster, State of Nebraska.



Name _____ Birth date _____ Age _____

Social Security _____ License number _____ State _____

Signature _____ Date _____

Name _____ Birth date _____ Age _____

Social Security _____ License number _____ State _____

Signature _____ Date _____

The co-signer below, while not a resident or tenant, agrees to and is fully bound to this lease as stated above.

Name _____ Birth date _____ Age _____

Social Security _____ License number _____ State _____

Signature _____ Date _____

** ALL tenants MUST be listed on the lease.

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