



APARTMENT RENTAL AGREEMENT
Month to Month

**L & R
Partnership LLC**

This agreement contains the terms under which L & R Partnership, LLC, Fremont, Nebraska, the landlord, and the person who sign below as tenant hereby agree upon the rental of the premises listed below:

1. PREMISES: _____ Apartment No. _____ with Garage No. _____ known as Nye Apartments & Condos in Fremont, NE.

2. TERM & RENTAL: The term of this agreement begins at 12:01 a.m. on the _____ day of _____, 20____ and shall be for tenancy from month to month at a rental of _____ Dollars (\$_____) per month payable in advance pro-rata from the above date through the last day of each calendar month at the office or apartment of the manager or the owner of the building.

3. OTHER CHARGES: Landlord has received from the tenant a rent security and damage deposit of \$_____. Deposits are to be returned to the tenant when this agreement terminates and upon re-delivery of all keys and premises to the landlord, less any damage to the premises, fixtures, or furnishings and any other amount due under this agreement. A specific charge of \$25.00 for each will be deducted from the deposit if stove or refrigerator is not cleaned when moving out. Your stay must be at least six month or you will not receive your deposit back. Tenant shall pay for all utilities. Tenant will also be billed by NES for their additional portion of utilities and service fees. In the event tenant defaults, the landlord may treat the default as a breach of those covenants under the lease default clause of this contract. Tenant shall make a utility deposit with the Department of Utilities and show receipt to Manager before moving in. Tenant shall keep the premises rented neat and clean at all times and shall transport all trash and garbage to a receptacle designated by the owner and the owner shall arrange for further disposition thereof.

4. CONDITIONS OF PREMISES: By executing this agreement, the tenant acknowledges that he/she has received the premises and the following appliances; Range and oven, dishwasher, refrigerator, central air conditioner, water heater, and furnace, and finds them to be in good and clean condition and repair, except as may be indicated elsewhere in this agreement. Tenant agrees to take good care of the premises and its contents and to return them to the landlord at the termination of this agreement in the same condition as when received except for ordinary wear and tear; such as reasonable and careful use would have caused.

5. USE OF PREMISES: It is understood that the rental of the premises is based upon the occupancy of _____ persons (not to exceed 5, per HUD occupancy guidelines for a two-bedroom apartment) to include the individual whose signature appears on this Agreement and his/her immediate family. Any other persons residing in the premises shall be cause of immediate eviction of all parties. Tenant agrees that neither the tenant nor his/her guests or occupants will annoy other tenants by noise or any nuisance, nor use the premises for commercial enterprise or any unlawful purpose, and that no animal, bird, or pet may be kept on, or about the premises, except in Condos, when approved by management. No locks shall be changed and there shall be no alteration or redecoration of the premises without prior written authorization of the landlord or his agent. No trucks, trailers, boats or other mechanical equipment shall be kept or parked on any of the landlords premises except the personal vehicle of the tenants shall be kept or parked in the parking stalls. Tenant has garage, one vehicle must be parked in garage. Garage doors are to be closed when not in use. No vehicles, trucks, or moving vans will be allowed on the sidewalks or grass. The tenant, hereby, grants to Management the undisputed right, with one day's notice, to remove any vehicle from the parking space, when is inoperable in the management's opinion, and remains inoperable for three (3) consecutive days. Tenant further agrees that any vehicle owned by Tenant remaining on the property after termination of this Lease may be immediately removed by the Management with full immunity from damages for such removal.

6. DAMAGES: The landlord will maintain the above appliances, provided that the tenant shall use them in accordance with printed or other instructions for their proper care and use, and shall provide reasonable household care and maintenance for them. Tenant shall pay for any damage to the premises, contents, and equipment, thereof, caused by the tenant, his/her guests, or occupants. Tenant also acknowledges that drains and pipes are clear at the commencement of this agreement, unless reported otherwise to the landlord within one week, therefrom, and the cost of clearing any partial or complete stoppage shall be paid by the tenant. Neither Management nor the owner of the apartment community shall be liable to Tenant for any loss or damage to the Tenant's effects, except where such is due to Management's negligence. It is agreed that it is the Tenant's responsibility to insure Tenant's property and safeguard against personal loss.

Initial Initial

7. ABANDONMENT: Tenant will occupy the premises continuously except for the normal vacation periods and agrees that any absence, therefrom, for more than one week during any part of which, time rental is delinquent shall be conclusively presumed to be abandonment of the premises at the option of the landlord. If extended vacations are taken, please advise management. Tenant shall not assign or sublet this agreement or any part of the premises.

8. RESPONSIBILITY OF OWNER: Landlord or his agent reserves all statutory rights of entry upon the premises for lawful purposes.

9. OTHER RULES & REGULATIONS: Tenant agrees to be bound by all existing rules and regulations and all additional responsibilities which may, from time to time, be adopted by Owner or Agent and same shall be considered to be conditions of this Agreement. Rental checks are to be made payable to L & R Partnership, LLC and mailed or delivered to 2422 N. Nye Ave., #102. Fremont, Ne 68025. Rents are due on the first of each month and are deemed late if received later than midnight the 7th of each month. Rents received after the 7th will be charged \$5.00 per day late charge from the first of the month. Example: Rent received on the 10th would have a \$50.00 late charge. Tenant agrees to pay Owner a service charge of \$25.00 for each insufficient funds or returned check or otherwise. In the event that the monthly rental is paid by a check returned by the bank unpaid, then and in that event, Agent shall have the right to demand that the monthly rental payments for the following three (3) monthly periods be paid in cash, by certified check, or money order. Failure of Owner or Agent to enforce any terms of this lease shall not be determined to be a waiver nor shall any acceptance of a partial payment be determined a waiver of the right to collect the full amount of rent.

10. RENEWAL OR TERMINATION: At the end of this lease period, this agreement is automatically renewed from month to month but may be terminated at any time by either party on giving a full 30-day notice of intent to terminate from date rent is due, WHICH IS DUE THE FIRST OF EACH MONTH. If after such notice of 30 days is given and tenant fails to vacate on or before the termination date, the rental for any holdover period will be double the normal rental amount and tenant shall be liable for any other damages which Owner may suffer through loss of prospective tenant. If 30-day notice is not given by Tenant, Owner shall have the right to show the premises to prospective tenants or buyers at any reasonable time after the Owner or Agent becomes aware that the premises will be available for lease. If tenant moves out without giving the required full months notice from the day rent is due (1st of each month), owner has the right to retain at least the amount of the deposit in part payment of damages for such violation.

11. OCCUPANCY PERMIT FOR FREMONT PROPERTIES: If the above referenced rental unit is located within the city limits of Fremont, Nebraska, a condition of this lease is that each occupant of the unit 18 years of age or older shall provide landlord a copy of an Occupancy Permit in their name issued by the City of Fremont under Ordinance 5165 prior to occupancy. Failure to do so will subject said occupant to a 14-Day Notice of Default for violation of lease under Nebraska Statute §76-1431 wherein occupant will be given 14 days to cure such violation, and upon occupant's failure to do so within the specified 14 days the lease will terminate and landlord entitled to repossession of the premises 30 days after the 14-day notice was given.

12. SERVICE ANIMALS: A service or emotional support animal is not subject to a security deposit and is allowed, but only such service or support animal for which the Tenant gives prior notice to Landlord prior to bringing the service or support animal onto the premises, and solely on condition that Tenant provide a written request letter from a licensed Nebraska physician or a licensed Nebraska mental health care provider certifying the need of the Tenant for such service or support animal. Landlord is authorized to verify the authenticity of such request letter. Assuming the forgoing occurs, service or support animal (hereafter "animal") may only remain on the premises if the animal does not disturb the peace and quiet enjoyment of the neighbors and all litter and feces created by the animal outside the building is promptly picked up and disposed of in an outside trash receptacle. Tenant must pay for any damage to person or property caused by animal. Animal must remain on leash outside tenant's apartment living space and under no circumstances may tenant leave animal unattended outside, and never left unattended tied to a tree or other structure. Under no circumstances is animal allowed in pool or fenced in pool area due to risk of pool contamination. The specific type of animal must be permissible under local or state rules, and all vaccination and licensing regulations complied with, and regardless tenant must provide proof the animal has been vaccinated against rabies. No breeding of animal is allowed whatsoever. Only one service or support animal is allowed per tenant. Failure of Tenant to comply with the terms of this paragraph shall be deemed a material breach of the lease entitling Landlord to declare the lease terminated and entitling Landlord to deliver a 3-Day Notice to Quit under the Forcible Entry and Detainer Act as a holdover trespasser unlawfully occupying the premises; or, alternatively, the Landlord may provide written notice that the Tenant shall have 14 days to cure the breach or be evicted at the expiration of 30 days.

Initial Initial

13. RULES AND REGULATIONS MADE PART OF RENTAL AGREEMENT: The following rules and regulations are incorporated in and made part of rental agreement entered into between the above-named tenants(s) and the undersigned Owner/Agent for the Owner on the date set forth at the conclusion of these rules. Tenant is requested to acknowledge reading and understanding of each rule by initialing the same, but the rules are in effect as part of the lease in any event.

- A. _____ Tenant shall pay before delinquent all utility charges applicable to the rental property except those which may, in the case of an apartment complex, be paid by the owner.
- B. _____ Should the Owner/Agent cause an eviction notice to be served on a tenant, tenant shall pay filing and service fees and costs, in addition to the delinquent rent, in order to obtain dismissal of the eviction proceedings. If tenant fails to give a full month's notice of termination, tenant owes the following month's rent, unless the property is rented to another before the following month begins.
- C. _____ The final month's rent must be paid when due and security deposit balance due tenant will be rebated with 14 days of vacating premises. If an additional amount is due from tenant to owner, tenant shall pay that difference within the same 14 day period.
- D. _____ All notices to the Owner/Agent shall be in writing and submitted to the Owner/Agent for acknowledgement.
- E. _____ Tenant SHALL NOT have pet(s) in or on the premises at any time.
- F. _____ Tenant SHALL NOT allow a trampoline to be located or used on the property at any time as condition of this lease.
- G. _____ Tenant may not change, modify, or add locks to the property without first obtaining written permission from Owner, and further must supply keys to any new or modified locks to Owner. Owner reserves the right to employ a locksmith at tenant's expense to make duplicate keys should this condition not be met.
- H. _____ Property is to be vacated in a neat and orderly fashion with all appliances and fixtures cleaned, carpeting vacuumed and garage completely cleared of debris. Owner's expense from failure in this respect will be charged to the rent deposit to the extent the deposit is available, tenant to be liable for the remainder. Any property left in or about the premises upon abandonment of the premises or termination of the lease may be removed and either discarded, sold at public auction, or stored at the expense of the tenant. Failure to return all keys by end of business day on the last day of the month will continue possession of property until such time as all key are returned to Owner/Agent, and/or cost of re-keying locks makes a charge against security deposit.
- I. _____ Tenant is encouraged to obtain RENTERS INSURANCE as a means for protection of personal possession.
- J. _____ Satellite Dish not allowed.
- K. _____ Only gas grills allowed on premises, no charcoal or wood fueled grills.

14. OTHER: See attached Rules & Regulations; Other terms: _____

IN WITNESS WHEREOF the parties have signed this agreement this _____ day of _____, 20_____.

OWNER: L & R Partnership, LLC

TENANT:

By: _____

By: _____

Partner or Rental Manager