



Month to Month

**APARTMENT RENTAL AGREEMENT**

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 or tenant 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 months 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 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 is allowed two parking spaces and if 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.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

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 and 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.

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. REPOSIBILTY 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 32th 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, than 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: 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 perspective 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 retain at least the amount of the deposit in part payment of damages for such violation.

11. 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

## NYE APARTMENTS AND CONDOS ADDENDM TO LEASE

Due to the enactment of new requirements for landlords and tenants by the City of Fremont all leases with L & R Partnership, LLC, d/b/a Nye Apartments and Condos, shall, from and after April 10, 2014, contain and be supplemented with the following additional provisions.

1. Unless repealed, stayed, or declared unenforceable by any Court each occupant age 18 or over shall only have possession of the premises after first obtaining a Residential Occupancy License from the City of Fremont Police Department, pursuant to Ordinance 5165, a/k/a Section 6-428, Fremont, Nebraska, Municipal Code Under §6-428(1)(E), an "Occupant" does not include a "temporary guest although said term is not further defined in the Ordinance.
2. This requirement shall not apply to individuals who were already occupying rental units on or before April 9, 2014; but, even as to an existing lease, this requirement shall apply to any individuals who later move into one of Landlord's rental units on or after April 10, 2014.
3. All new occupants of any of Landlord's rental units from and after April 10, 2014, must provide the information requested in TABLE A below prior to taking up occupancy. All tenants and other occupants under new leases entered into from and after April 10, 2014, must provide the information requested in TABLE A below as to all occupants, including dependents, prior to taking up occupancy and residency in any of Landlord's rental units.
4. The Residential Occupancy License costs \$5.00 per Occupant 18 years of age or older. A required City of Fremont Application For Occupancy License must be filled out, signed, and taken to the Fremont Police Department, 725 N Park, northwest corner of Military Ave. and Park Street, to obtain the Residential Occupancy License. The license must then be presented to Landlord per each Occupant 18 or older for Landlord's permanent records.
5. Any occupant age 18 or older occupying the rental unit on or after April 10, 2014, without first obtaining the required Residential Occupancy License, shall constitute material non-compliance with the rental agreement subject to termination of lease under §76-1431 Neb. statutes. Any fines and costs incurred by Landlord as a result of Tenant or his Occupant violating the required Residential Occupancy License requirement shall be added as an additional rental charge, and said amount shall be due and owed by Tenant to Landlord as additional rent. In event eviction proceedings are initiated costs and attorney fees are taxed to Tenant under §76-1437 Neb. Statutes.
6. Special Provision for Corporate Lessees. Corporations, LLC's, and other entities leasing properties from Landlord are hereby advised that all "occupants" permitted to live at the dwelling unit by said corporation, LLC or other entity are required to comply with the Residential Occupancy License requirement of the City of Fremont, Nebraska. Accordingly, any such corporation, LLC or other entity lessee must provide the information requested in TABLE A below as to each new occupant allowed to reside at any of Landlord's rental units on or after April 10, 2014. Each such new occupant age 18 or older must obtain a Residential Occupancy License and present same to Landlord prior to moving in.

TABLE A

Occupant Name	Date of Birth	Current Age	Address and Unit Number of Rental
_____	_____	_____	Address of Rental Property: _____ Fremont, NE 68025  Unit or Apartment No.: _____
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

- ~~Table A must be updated whenever a new occupant is added to the rental unit or the current occupant turns 18.~~

IN WITNESS WHEREOF the parties have signed this Addendum on \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: L & R PARTNERSHIP, LLC  
 By: \_\_\_\_\_

TENANT:  
 By: \_\_\_\_\_  
 By: \_\_\_\_\_