

## Omaha Rents

### RESIDENTIAL LEASE AGREEMENT

This Agreement, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
between Omaha RJ1 Rents, LLC, the landlord, and \_\_\_\_\_  
The Tenant(s), for dwelling located at \_\_\_\_\_

If this agreement is executed by more than one Tenant, then the liability of all persons shall be joint and several.

The Tenant(s) agree to rent this dwelling, effective \_\_\_\_\_, 20 \_\_\_\_\_,  
For a period of \_\_\_\_\_ and month to month thereafter. After the  
initial period of \_\_\_\_\_, the Landlord or the Tenant (s) may  
terminate this Agreement with thirty (30) days of written notice given on the first day of  
any calendar month. The Tenant (s) will be responsible for paying rent through the  
end of this notice period shall immediately vacate the property and return the keys.

Rent shall be \$ \_\_\_\_\_ per month in advance, payable on the 1<sup>st</sup> day of  
each calendar month to the landlord at their address which is P. O. Box \_\_\_\_\_,  
Omaha, NE \_\_\_\_\_ for a total of \$ \_\_\_\_\_ for the initial period. If rent  
is not received within 10 days following the due date, a late charge of \$35.00 will be  
assessed. If rent is unpaid when due, the Landlord may terminate this agreement after  
(3) three days notice and take action for possession as provided by the Uniform  
Residential Landlord and Tenant Act.

Only cash, a cashier's check or money order will be used by the Tenant (s) for the  
payment of rent after the tenth day of the month. Any check not honored by the  
bank on which it is drawn will be considered by the Landlord and Tenant (s) to be a  
non-sufficient fund check and an additional fee in the amount of \$40.00 plus any and  
all applicable late charges will be assessed. If more than one non-sufficient funds  
check it received in a twelve-month period, all future payments will be made via cash,  
a cashier's check or a money order. Rent shall be deemed paid upon receipt by  
Landlord and final payment of the item issued to pay such rent. Tenant (s) has no right  
to set off from rent any amount Tenant (s) claims Landlord owes to Tenant (s).

Tenant (s) shall pay a deposit with the Landlord a security hold/cleaning deposit in the  
amount of \$ \_\_\_\_\_. 1 week prior to the Tenant (s) taking possession of the  
premise. The landlords may withhold from this deposit only what is reasonably  
necessary to cover Tenant (s) defaults such as, but not limited to, damages to the  
dwelling or personal property, cleaning costs incurred by the Landlord following  
Tenant (s) departure and unpaid rent or other accrued charges. No part of this  
deposit may be applied to the Tenants (s)" last month rent. The deposit shall be

otherwise refundable to the Tenant (s) within thirty (30) days after Tenant (s) have moved out completely and returned their keys to Landlord.

If the premises shall become vacant in the excess of seven (7) days without prior notice to the Landlord, the Landlord may at any time thereafter enter the premises for inspection. In the event the Tenant (s), without notice, vacate the premises for thirty (30) days, this shall constitute abandonment and the Tenant (s) agree to surrender to the Landlord the security deposit as the Landlords' fee for re-renting the premises if new Tenant(s) can be secured. Tenant (s), however, agree that their liability to pay the rent provided herein continues for the term of the lease.

Tenant(s) agree to the following conditions of the Agreement:

1. to accept dwelling "as is", having inspected it prior to possession and having noted any exceptions on the Residential Checklist signed by both parties or their agent;
2. to adhere to the covenants pertaining to the dwelling established by the local governing authority;
3. to not alter the dwelling without first getting written permission from the Landlord;
4. to allow Landlord to inspect the dwelling, work on it, or show it to prospective buyers with reasonable notice given by Landlord;
5. to not keep any liquid filled furniture on the premises;
6. to pay for repairs or all damage, including drain stoppages, they or their guest cause;
7. to acquire and maintain renters insurance during the term of this agreement, Landlord will not be responsible for any personal items if stolen, damaged from causes by nature and or fire;
8. to pay for any broken windows in the dwelling while they live there;
9. to pay for all utilities (water, gas, electrical and trash) and homeowners dues while they are living there;
10. to immediately notify the Landlord of any serious problems with the property;
11. to keep yard, trees, and landscaping well watered, mowed, raked weeded and fertilized;
12. to not change any locks without permission from the Landlord and to provide the Landlord with one duplicate key if changed. The Tenant shall pay for any change;
13. to spray for insects inside the house as required;
14. to not sublease the property to a third party, assign this agreement; or to use the premise for business purpose without permission of Landlord;
15. to only allow \_\_\_\_ adults and \_\_\_\_ children under the age 18 to occupy the premise;
16. to not have or keep pets on the premise without written permission from the Landlord;
17. to have all carpets professionally cleaned immediately prior to vacating the premise and to provide a receipt to the Landlord;

18. to keep the property free from mechanic's liens and hold the Landlord harmless there from the reimburse Landlord in defending against such liens;
19. to not engage in criminal activity, including but not limited to any violent, drug related, sexual assault, or crime against child, type activity on the Property;
20. to keep and maintain, at the Lessee's expense, the leased premises and the appurtenances in good and sanitary condition and repair; to keep the furnace and air conditioning clean including the periodic replacement of filters, to keep the walks free from dirt and debris, to clean gutters and drainpipes; and to maintain and perform minor repairs to the Landlords property;

Landlord shall not be liable for personal damage or loss of Tenant (s) personal property (furniture, jewelry, electronics, clothing, etc.) from theft, vandalism, fire, rising water, water leaks or seepage from any source, rainstorms, smoke, explosions, sonic booms or other causes whatsoever. Tenant (s) will indemnify and hold harmless from all liability whatsoever on account of any such damage or injury, and from all claims, liens, and demands arising out of Tenant (s)' use of the Property, including claims for payment of utilities. Landlord shall not be liable to Tenant (s), or any invitee or Licensee of the Tenant (s), for any injury, destruction or damage whatsoever to person, property or otherwise caused by the Tenant (s)' use or misuse of the Property or the condition thereof, or by reason of any structural or other defect. Tenant (s) accepts all risk of loss or damage for his/her personal property stored on the Property and agrees to the Landlord harmless there from.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable section of the prevailing code. The prevailing party shall recover reasonable attorney's fees involved.

It is agreed that the terms of the Agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

Any modifications of this Agreement shall not be binding upon the Landlord unless the same be made in writing and signed by the Landlord.

Tenant (s) hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_