

RENTAL AGREEMENT

Sample

Rental Agreement, executed this _____ day of _____, 20____, between _____, referred to as Landlord, and _____, referred to as Tenant(s), whether one or more; the Landlord hereby leases to the Tenant(s), and the Tenant(s) hereby leases from the Landlord, the premises known as _____ located in the City of _____, County of _____, State of _____, to use and occupy as a strictly private residence by the Tenant(s) on the following terms and conditions:

1. **RENT.** For a term to commence on the ____ day of _____, 20____, and continue as a periodic tenancy until such time proper notice of termination is given by either the Landlord or Tenant(s), unless sooner terminated as hereinafter provided, the Tenant(s) paying to the landlord at his office for **rent the sum of _____ (\$_____)** in advance upon the _____ day **of each month** of the term hereof, the first such payment being made herewith.

This rental agreement may be terminated by either party giving WRITTEN NOTICE to the other at least _____ (____) 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 rental agreement for the term of _____ (____) month at the same rental rate and on the same conditions, requirements and obligations for a period of _____ (____) month, said month starting on the first of the month.

2. **PAYMENT OF RENT.** The initial first month's rent, and security deposit, under this Rental Agreement must be made in cash, money order, or certified funds. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Any rents lost in the mail will be treated as if unpaid until received by the Landlord. Your receipt is NOT PROOF Landlord received it. Landlord shall not wait for "LOST" money orders or checks. Rent checks shall be made payable to _____ and sent via the postal service to _____, _____, _____, _____. Any rents lost in the mail shall be treated as if unpaid until received by Landlord.

3. **SECURITY DEPOSIT.** The Tenant(s) has deposited, and the Landlord hereby acknowledges the receipt of, security in the amount of _____ (\$_____), paid by cash, money order, or certified funds, for the faithful performance of all the terms of this agreement. Upon termination of the tenancy the money held as security by the Landlord may be applied to the payment of damages that the Landlord has suffered. The balance, if any, and a written itemization, shall be delivered or mailed to the Tenant within ____-days after tenancy has ended.

Landlord Initials: _____ Tenant(s) Initials: _____, _____

The security deposit shall be used by the Landlord at the termination of this rental agreement toward reimbursement of the costs of repairing any negligent or intentional damages to the dwelling unit caused by Tenant(s), his/her family, dependents or guests, pets, unpaid charges or fees, and any rent owed by Tenant(s). **THE SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT OR OTHER CHARGES WHILE TENANT(S) OCCUPIES THE DWELLING UNIT.**

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

- A. A written notice of intent to vacate must be given a full ____-days prior to Tenant(s) vacating, even if Tenant(s) vacates at the end of the first year lease or rental agreement.
- B. No damage to property beyond normal wear and tear.
- C. Entire unit, including applicable appliances, bathroom, cupboards, and closets must be clean and refrigerator defrosted. Leave refrigerator plugged in.
- D. All debris, rubbish and discards hauled away.
- E. Forwarding address left with Landlord.
- F. Security deposit may not be used to pay for the last month's rent.

The cost of labor and materials for cleaning, repairs and replacement beyond normal wear and tear, based in the unit checkout will be deducted from the security deposit. If deposit is not enough, Landlord will attempt to collect balance from Tenant(s).

The security deposit will be returned in the form of a check ad mailed to the forwarding address. All checks will be addressed jointly to all persons whose names appear on the rental agreement.

Tenant(s) further agrees to the charges set forth below in the event Landlord has to do any of them with the charges to be taken from the deposit of the Tenant(s). Tenant(s) agree that the charges are to be liquated damages. 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:

- \$ ____-Clean stove completely, including oven and drip pans;
- \$ ____-Clean and defrost refrigerator;
- \$ ____-Clean all sinks and shine fixtures;
- \$ ____-To repair damage for each hole or stain in carpet caused by Tenant(s), normal wear and tear excluded;
- \$ ____-Minimum to replace carpet beyond normal wear and tear;
- \$ ____-For each key not returned;
- \$ ____-For each storm window or screen insert damages or missing;
- \$ ____-For each storm door missing or damaged;
- \$ ____-For each hole in the walls larger than normal picture hanger size;

Landlord Initials: _____ Tenant(s) Initials: _____, _____

- \$ ___ -To replace missing smoke alarm;
- \$ ___ -To replace missing, damaged or discharge fire extinguisher;
- \$ ___ -Minimum to haul trash left after tenancy;
- \$ ___ -Minimum to cut grass, trim bushes, clean yard, or clean out garage;
- \$ ___ -To remove EACH and every adverse sticker from walls, doors, and windows;
- \$ ___ -For each damaged or missing light fixture.
- \$ ___ - _____ ;
- \$ ___ - _____ .

4. **LATE CHARGE.** The Tenant(s) hereby acknowledges that a _____ (\$ _____) late fee will be assessed if payment of rent is not received by _____ P.M. on the ___ day of the month, regardless of cause including dishonored checks. If suit is filed to evict Tenant(s) Landlord will reinstate this rental agreement, at the Landlord's sole option, only if Tenant(s) pays entire rental account current, including late fees, any damages and applicable legal and/or court costs.

5. **BAD-CHECK SERVICE CHARGES.** If the Tenants' check is returned for insufficient funds, the Tenants will be charged an additional _____ (\$ _____).

6. **APPLIANCES.** The Landlord shall provide refrigerator and stove. The Landlord does does not assumes the responsibility for their operation and maintenance, excluding any cleaning or damages as a result of the tenants' conduct or negligence. Landlord shall not be responsible for any food spoiled due to nonworking refrigerator regardless of cause.

7. **UTILITIES.** The Tenant(s) is is not responsible for paying the following utilities during said tenancy: electrical, water, sewer, trash removal, gas, cable, and telephone. If applicable, the Tenant(s) shall be responsible for all applicable initial or disconnection fee. Tenant(s) shall follow city's regulations for proper disposal and put trash out on applicable trash pickup day.

A. **Access to property by MUD/OPPD personnel.** Tenant(s) agree that _____ meter readers may enter the premises without notice to read meters or to shut off utilities due to nonpayment in case of Tenant(s) nonpayment of utilities and Landlord is authorized to let _____ in for such purposes without notice to Tenant(s). If Tenant(s) has any utilities shut off for any reason during weather when there is a danger of freezing, Landlord is hereby authorized without notice to the Tenant(s) to enter premises and shut off and drain the water system and remove any toilets in order to protect premises from damage. During nonfreezing weather, Landlord is hereby authorized to remove toilets in order to prevent the toilets from being used without water.

B. **Utility company notification.** Tenant(s) has until _____, 20____, to put all utilities in Tenant(s) name or Landlord has right after this date to shut them

off without further notice to Tenant(s). Tenant(s) hereby agrees to pay _____ DOLLARS (\$____) per day from this date of this rental agreement until the utilities are put in Tenant(s) name. If Tenant(s) call _____ to shut off applicable services, Tenant(s) agrees this is an automatic act of abandonment of the premises and Landlord shall be entitled, upon receiving notice from any utility company that Tenant(s) has requested the utilities to be terminated, to take possession of the property without further action by Landlord or Tenant(s).

8. RULES AND REGULATIONS. The Tenant(s) agrees for himself/herself, all other occupants listed here of the subject property, his licensees, his invitees and guests to conform to the Rules and Regulations governing the premises and to any reasonable or legal changes or new regulations that the Landlord may deem necessary. Tenant also agrees to abide by all laws or regulations of all government authorities.

A. Legal Notices. Any notice required herein will be sufficient if delivered in writing to Tenant(s) personally, or to an adult member of his/her family residing in the dwelling unit, or if sent by regular U.S. Mail, postage prepaid. Notices to Landlord must be in writing, and either delivered to Landlord or sent to Landlord by regular U.S. Mail, postage prepaid.

9. OCCUPANTS. Only _____ shall only occupy premises. No other are allowed. Anyone staying more than _____ (____) nights who is not listed on the rental agreement must be approved in writing by the Landlord and, if allowed to remain, will be subject to an additional charge of (\$____) per person per month as additional rent, and an additional _____ DOLLARS (\$____) per person for addition security deposit.

10. PETS.

Are allowed and are limited to:

No pets are allowed without the expressed written consent of the Landlord.

11. ASSIGNMENT. Tenant(s) agrees not to Assign this agreement, or Sublet in whole or in part, any of the property, or allow any other person to live therein other than those named in paragraph 9 of this agreement without written consent of the Landlord.

12. ACCESS TO PREMISES. The Landlord or an agent, with _____ (____) day's notice to the Tenants', shall have free access at all reasonable hours to the premises for the purpose of examining, make necessary repairs, supply services, show it to prospective residents, purchasers, mortgagors, workmen, contractors, or making alterations. The Landlord may also display "for rent" or "for sale signs" on the premises. The Landlord

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may have immediate access in the event of an emergency, or for the purpose of making repairs.

13. **ALTERATIONS.** Tenant(s) shall make no alterations, decorations, paint, additions or improvements in or to the premises without written consent from the Landlord, and then only by contractors or mechanics approved by the Landlord. All such alterations, additions or improvements made by either party shall become the property of the Landlord.

14. **CONDITION OF PREMISES.** Tenant(s) hereby acknowledge that they have examined the premises and that no representations as to the condition or state of repairs thereof have been made by anyone and the Tenant(s) hereby accepts the premises in their present condition. The Tenant(s) further agrees during said occupancy of the premises to keep them in good repair and, at the expiration of the term, yield and deliver up in the same condition as when taken less "normal wear and tear." It is expressly understood and agreed that the Landlord may have the option of terminating the Rental Agreement as set forth herein; or he may enter upon the premises and make any repairs necessary resulting from damage made by the Tenant(s) or his family, guests or invitees of the Tenant(s).

A. **Wallpaper and Borders.** No wallpaper or borders are allowed with written consent from the Landlord.

15. **CLEANING FEE.** Tenant(s) hereby agrees to accept the property in its present state of cleanliness. Tenant(s) further agree to return the property in the same condition. If property is not returned in like condition, Tenant(s) shall be liable for any charges resulting from the premises being professionally cleaned.

16. **DEFAULT IN RENT.** If rent, any additional rent, applicable fees and late fees, is unpaid when due, Landlord may terminate this agreement after _____ () days' notice and take action for possession as provided by state law.

A. It is agreed to between Landlord and Tenant(s) that once this rental agreement is terminated by Landlord for any reason including the terms of a legal _____ day notice mailed to Tenant(s) by Landlord, that landlord, may reinstate the rental agreement, at Landlord sole option, and Tenant(s) agrees to pay Landlord _____ DOLLARS (\$) as a reinstatement fee for such consideration. This fee is in addition to any other money due or owed.

17. **DEFAULT OTHER THAN RENT.** If the Tenant(s) shall default in fulfilling any of the covenants, agreements or conditions of this agreement, other than non-payment of rent, then the Landlord may terminate the agreement by delivering written notice to the Tenant(s) specifying the breach and stating that the rental agreement will terminate _____ () days after receipt of the notice if the breach is not remedied in _____ () days. If substantially the same acts or omissions reoccur within _____ () MONTHS. If this rental agreement is month-to-

month nothing herein contained shall prevent the Landlord from terminating the tenancy at any time upon written notice being given to the Tenant(s) at least THIRTY (30) days before the rental due date by which the Tenant(s) must vacate the premises.

18. **VEHICLE POLICY.** The Tenant(s) agrees not to park or store a motor home, camper, trailer, or any sort of recreational vehicle on the premises without written consent from the Landlord. Junk vehicles, vehicles on blocks, non-functional vehicles, or illegally unlicensed vehicles are not permitted on property. Upon proper notice to Tenant(s) any such vehicle shall be towed from the premises at the Tenant(s) expenses, regardless of who owns the vehicle.

19. **VALIDITY OF LEASE PROVISIONS.** Any provision set forth in this Rental Agreement which is contrary to the Residential Landlord and Tenant Act, Applicable Federal, State, or Local Laws and Ordinances shall be treated by the Landlord and Tenants' as void and as if it were not set forth herein, but all other provisions of this Rental Agreement shall remain enforceable.

20. **EXTENDED VACANCY AND ABANDONMENT.** If the premises shall become vacant in excess of _____ () days without prior notice to the Landlord, the Landlord may any time thereafter enter the premises for inspection. In the event the Tenant(s), without notice, vacates the premises for one full rental period or _____ () days, whichever is less, this shall constitute abandonment.

A. The Tenant(s) shall notify the Landlord of any absence from the premises for a period exceeding _____ () days.

21. **JOINT LIABILITY.** In the event that this instrument is executed on behalf of the Tenants' by more than one person, then the liability of all persons so signing shall be joint and several.

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

23. **LEASE BINDING.** It is agreed that the terms of this agreement are contractual and not mere recitals, and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

24. **PROPERTY MAINTENANCE.** Tenants' shall be responsible for:
(Check all that apply)

- Removal of snow from premises. Tenant(s) is responsible for all ice and snow removal. If, for any reason, the Tenant(s) fail to comply, Tenant(s) accepts full responsibility and holds Landlord harmless for any all liability for any damages, injuries, claims resulting from Tenant(s) willful or negligence in failing to remove snow and ice.

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- Trash removal.
- Mowing and watering lawn once every week, or sooner if required and will be held liable for any damage caused by lack of water, abuse, or neglect.
- _____.
- _____.

Tenant(s) shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant(s) shall notify Landlord promptly of known needed repairs in said dwelling unit, or unsafe conditions of the property's grounds.

- A. **Plastic on windows.** Under no circumstances shall Tenant(s) install, either inside or outside, plastic on over the dwelling unit.
- B. **Furnace/Air Maintenance.** Tenant(s) shall change furnace filters once a month. Landlord shall provide said filters.
- C. **Cable television and telephone.** Landlord is not responsible for repair or replacement of any telephone or wire jacks or cable wires and outlets.
- D. **Curtains and drapes.** No sheets, blankets, towels, or any others objects shall be used to cover any widows. Only actual drapes, blinds, or curtains shall be used.

25. **REQUIREMENTS FOR ENDING RENTAL AGREEMENT.** Tenants(s) shall give the Landlord THIRTY (30) days notice prior to expiration of Rental Agreement, and if either Tenant(s) or the Landlord does not enter into a new Rental Agreement, the Tenant(s) shall allow the Landlord to show the premises to prospective Tenant(s). If the Tenant(s) wish to continue tenancy after the expiration date, and the landlord allows such action, this agreement shall become a month-to-month tenancy. All other provisions of this agreement will remain in effect and enforceable during the time of said tenancy.

26. **CARBON MONOXIDE NOTIFICATION.** The Tenant(s) hereby acknowledge they have have not signed this Addendum of this Rental Agreement.

27. **SMOKE ALARM NOTIFICATION.** The Tenant(s) hereby acknowledge they have have not signed this Addendum of this Rental Agreement.

28. **FIRE EXTINGUISHER NOTIFICATION.** The Tenant(s) hereby acknowledge they have have not signed this Addendum of this Rental Agreement.

29. **CARPETS.** Tenant(s) shall before vacating premises have carpets professionally cleaned.

30. **DISCLOSURES.** The Tenant(s) signing this Rental Agreement hereby state that all questions about this Rental Agreement has been answered, that they fully understand all the provisions of this agreement and the responsibilities and obligations of each party subject to this agreement. Tenant(s) further state they agree to fulfill their obligations of this agreement or be subject to legal and financial consequences of their actions and

omissions in violation of this agreement. Signature by the Tenant(s) on this Rental Agreement is acknowledgment of receipt of a signed copy of this agreement. Tenant(s) are aware that the Landlord is a licensed Real Estate Agent in the State of Nebraska.

31. **LOCK POLICY.** No additional locks shall be installed on any door without the written consent of the Landlord. If the Landlord grants such consent to the Tenant(s), Tenant(s) shall provide the Landlord with duplicate keys for all locks installed, and at the Tenant(s) expense.

32. **TENANT COOPERATION.** Tenant(s) agree to cooperate with Landlord, or his agent, or representative, with proper legal notice, in showing premises to prospective Tenant(s), prior to termination of tenancy.

33. **TENANT INSURANCE.** No rights of storage are given by this agreement. The Landlord will not be liable for any loss of Tenants' property. The Tenant(s) hereby acknowledge this and agrees to make no such claims for any loss or damages against the Landlord, his agents, or employees. Tenant(s) agree to purchase insurance; at their own expense; sufficient to protect themselves and their chattel from fire, theft, burglary, breakage, electrical connections. Tenant(s) acknowledge if they fail to procure such insurance, it is their responsibility for any financial loss incurred.

34. **LEGAL OBLIGATIONS.** Tenant(s) hereby acknowledge that they have a legal obligation to pay their rent as indicated by this Rental Agreement. Tenant(s) agree, understand, and accept full liability for any back rent owed to Landlord. Tenant(s) acknowledge by defaulting on this Rental Agreement, the Landlord reserves the right to bring legal action against Tenant(s).

35. **WAIVER.** No statements or promises by Landlord, his agent, or employees, as to tenancy, repairs, amount to be paid, or other terms and conditions, shall be binding unless expressed in writing as a modification to this Rental Agreement.

36. **HOME BASED BUSSINESS.** Tenant(s) shall not establish, or run any type of home-based business from subject property without the written consent from the Landlord.

37. **CRIMINAL ACTIVITY.** Tenant(s), or any member of the tenant(s) household or any persons under the tenant(s) control shall not engage in drug-related criminal activities on or near the leased property. The term drug-related criminal activities mean the illegal manufacturing, use, and distribution, of controlled substances. Any such activity shall be cause for termination of such tenancy.

38. **VANDALISM.** Tenant(s) is liable for all vandalism committed to the inside of the property since the property is in the control of Tenant(s).

39. **SECURITY.** Tenant(s) acknowledges that neither Landlord nor its representatives have made: (1) any representations, either oral or written, concerning the safety of the

community or the effectiveness or operability of any safety or security device; (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 Tenant(s), resident, occupant, guest and invitee is responsible for protecting their own person and/or property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day, month and year first above written.

Landlord

Tenant

Landlord

Tenant

Date

Date