

RENTAL AGREEMENT

CAPTITAL RENTAL ENTERPRISES, INC.
DOING BUSINESS AS

CAPITAL RENTALS
PO BOX 22080
LINCOLN, NE 68542

This rental agreement is between **TENANT(S) NAME(S)**

hereafter Tenant (T), and **CAPITAL RENTALS ADDRESS**, hereafter (L), whose Agent's signature appears below.

Members of household who will reside in the rental unit are:

N/A age **N/A** age

N/A age **N/A** age

N/A age **N/A** age

This agreement establishes a **LENGTH OF LEASE** month lease. Thereafter, on the anniversary of the lease agreement, the lease will be automatically extended another 12 months, unless either party gives written notice 30 days before expiration of lease term.

The next anniversary is **ANNIVERSARY DATE**.

Total rent for the term of this lease shall be **\$TOTAL LEASE AMOUNT** and will be payable in monthly installments

of **\$NON-DISCOUNTED RENT**. Monthly rent will be payable with check or money order to **Capital Rentals** at the

above address; however, T. may take advantage of a discount and pay only **\$ RENT** per month, provided the following conditions are met:

Rent will be payable on or before the first (1st) of the month for which rent is due. If discounted rent is not paid in full by the first of the month, T agrees to the following arrangements: 1) To pay the undiscounted rent in full, 2) A five dollar per day fee if any rent is delinquent after the fourth of the month, 3) A \$35.00 (thirty-five dollars) charge for each dishonored check and 4) If rent is ever five days delinquent, T will receive a Notice to Pay Rent or Quit. After the second return check L will no longer accept payment for rent in the form of a personal check.

If more than one person signs this lease, the liability of all parties shall be joint and several meaning that each resident is liable for the entire rental payment and all other obligations in this lease agreement. T agrees (s)he will be the only person living on the premises. T also agrees to pay ten dollars a day for any other person(s) staying overnight on the property without prior written permission. If any part of this contract is found to be unenforceable, all other parts will remain in effect.

Maximum occupancy at any one time, including T's is **OCCUPANCY**. No "kegs" or "party balls" are allowed on premises at anytime. Open alcoholic containers ARE NOT to be visible outside your unit.

L will replace furnace/ac filters annually. T's bills will be considerably lower if T replaces filters monthly.

T shall be responsible for the payment of all utilities except **LANDLORD UTILITIES PAID**, which L pays. All utilities are to be left on, and in T's name until end of lease, regardless of whether T resides there or not. L shall not be responsible for the failure of any utility service caused by conditions beyond its control or damage to T's personal property as a result thereof. A fee of \$25.00 per month plus actual bill amount will be due from T to L for not placing utility (which may include, gas, electric and water) into their name for the entire lease period. All monies paid by T to L are applied first to late fees all other outstanding debts and bills, then to any past due rent, and lastly to the current month's rent. T shall put utilities in T's name prior to possession and obtaining keys.

All lockouts of any type shall be assessed a \$20.00 (ten dollar) lock-out charge during weekdays between 9 a.m. to 4 p.m. and a \$60.00 (sixty dollar) lock-out charge at all other times plus a \$5.00 (five dollar) per new key charge if necessary. Lockout fees are due at time of service.

Common areas and basements are not to be used as "free storage units" for T's personal property.

T must inform L in writing if T will not be in their unit or absent from their unit for 7 or more consecutive days.

All permanent improvements or any change made to the property must be pre-approved in writing before any such work is commenced. If T wishes locks changed, L will do so at a charge of \$45.00 payable in advance per lock. **TENANTS ARE NOT ALLOWED TO CHANGE THEIR OWN LOCKS.**

There shall be absolutely no pets on the property except with the express WRITTEN permission of L. Cats are allowed if a one-hundred dollar damage deposit FOR EACH CAT is first given to L before the cat is moved on to the property. Cats cannot be left unattended in any common areas of the building (hallways, laundry rooms, outside, etc.) **DOGS ARE NEVER ALLOWED IN THE UNITS OR PUBLIC AREAS OF THE PROPERTY.** If any pets(s) including friends pet(s) are brought on to the property without prior WRITTEN permission, T agrees that his/her deposit will be forfeited or pay three-hundred dollars per month for the pet (even if the pet is only on the property for one day or one part of the day).

NO SMOKING IS ALLOWED IN THE INTERIOR OF THE UNITS/BUILDINGS. THIS INCLUDES LAUNDRY AREAS. SMOKING OUTSIDE IS PERMITTED.

In order to respect the rights of fellow residents, T agrees to limit all unnecessary noise such as stereos, TV's and parties to a minimum--especially after ten o'clock p.m. and before eight o'clock a.m.

Furthermore, T's personal property is not covered by L's insurance. T is urged to keep his/her own personal property fully insured against all hazards and agrees to hold owner harmless for any loss to T's property due to fire, theft, flood, ice, snow, lightening, wind, sewerage, gas, steam, orders, water leakage, water, tornado and any other manmade or natural casualty of any kind, including but not limited to any acts or neglect of other Ts, occupants or employees of L.

The dwelling is not to be sublet nor to give accommodation to boarders or lodgers, or to use as a day care business. Any subletting or maximum occupancy violations are subject to a \$500.00 fine payable immediately to Capital Rentals. Any use of premises other than as a private residence is strictly prohibited. Any illegal activity on premises immediately voids lease, and T must move within 3 days.

REMARKS: .

L is to have access at ALL TIMES to the unit for emergencies, and furthermore, for inspection, and maintenance. Also L is to have access for showing to prospective buyers or tenants during showing hours during the last month of the lease.

T agrees to furnish and maintain property attractively at all times to prevent health and sanitation problems arising. It is especially imperative that T keep premises clean and tidy while L is attempting to re-rent it. IF T DOES NOT KEEP PREMISES CLEAN AND TIDY DURING THIS PERIOD, NO DEPOSIT WILL BE RETURNED.

L grants T permission to have cable television and cable television outlets installed at T discretion if T is responsible for all charges and no charges for such services go to Capital Rentals.

Parking lots are for operating, licensed vehicles that are driven regularly by tenants. Other vehicles will be towed. Automobile parts and tools (oil pans, tires, batteries, jacks, etc.) are not to be left on premises. T shall not drive or park any vehicle on unpaved surfaces, even temporarily while moving.

All maintenance requests, other than emergencies, can be put in writing to the PROPERTY MANAGER, PO Box 22080, Lincoln, NE, 68542. For a quicker response maintenance requests can be phoned to the PROPERTY MANGER at 435-2552. The MAINTENANCE MANAGER'S (TODD) phone number is 840-4325, FOR EMERGENCIES ONLY. Must leave detailed message, name, address and type of energy - calls are screened. Service persons will not remain in a unit with any children under legal age unless a parent or adult is also present.

Tenants are responsible for all drain stoppages. DO NOT flush anything down toilets except tissue paper/toilet paper (NO wipes, cat litter, tampon applicators etc). Toilet stoppages will be billed to the tenant. Tenants are responsible for all broken windows, screens and storm doors while they live there.

T agrees to be responsible for any damage they cause by attempting to repair or failing to report any maintenance problem. T also agrees to pay for an increase in a water bill due to failure to report a running toilet or faucet. T shall remove any visible moisture accumulation in or on the premises including, walls ceilings, and bathroom fixtures. T agrees to mop up spills and thoroughly dry areas with moisture as soon as possible after occurrence and regularly allow air to circulate and keep climate and moisture in the premises at reasonable levels.

Copies of this lease are available upon request at a cost of \$10.00 per copy. This amount is payable to Capital Rentals at the time of the request.

Satellite dishes are not allowed anywhere on the property without landlord permission.

No furniture designed for inside use (example: sofa/loveseat) is allowed on porches, decks, or anywhere outside of dwelling unit. L will remove any such piece of furniture without notice to T, and charge T a minimum of \$50 for removal.

Roaches/Rodents: The parties acknowledge the roaches and mice are frequently a fact of city life and that roaches can be brought into a unit by the T in moving, bringing in used appliances, TV's, grocery sacks. Roach populations can grow through lack of proper sanitation and food handling on the T's part. In the event roaches become a problem, L will provide an over-the-counter type pesticide, no cost to the T.

Tenants acknowledge that the smoke detector was tested and was found to be in working order. They further acknowledge that its operation has been explained to them. Tenants agree to test the detector at least every two weeks and to report any problems to the property manager or owner in writing. Tenants agree to maintain the smoke detector in a proper manner by testing it, replacing the battery as needed, and never to disconnect the battery or tamper with it in any other way. If smoke detector is missing at the move out inspection Tenants agree to pay a twenty-five dollar fee for replacement and installation. If battery is missing or disconnected at move out, Tenant agrees to pay a ten dollar fee for battery replacement and installation. Tenants hereby acknowledge signing below that they have read the Condition and Inventory Checksheet , agree that the condition and contents of the rental dwelling are accurately represented herein, understand that they are liable for any damage done to this dwelling during the entire lease period as outlined in their RENTAL AGREEMENT, and have received a copy of this agreement.

_____ (PROPERTY MANAGER)

DATE TENANT DATE TENANT

DATE TENANT DATE TENANT

DAMAGE DEPOSIT: On execution of this lease, T deposits with L **DEPOSIT SPELLED OUT** dollars (**\$DEPOSIT \$ AMOUNT**), receipt of which is hereby acknowledged by L to secure the faithful performance by of the terms hereof. It is understood and agreed that the damage deposit will be immediately transferred and held by L. **THE DAMAGE DEPOSIT SHALL NOT BE USED TO PAY ANY RENT OR OTHER CHARGES WHILE TENANT OCCUPIES THE DWELLING UNIT.**

If T would like to switch apartments within the same building, T must submit a 30-day notice and a \$200.00 transfer fee. Deposit will be transferred to new unit.

The damage deposit will be returned within fourteen (14) days after the end of the lease subject to the following conditions below:

- A) Written notice of intent to vacate must be given by T thirty (30) days prior to the first of the month for vacating;** if this notice is not properly received, T shall be responsible for all rent and penalties until such time that a proper written notice is submitted to L.
- B) T must occupy the premises for LENGTH OF LEASE months or more; if the premises are occupied for less than LENGTH OF LEASE months, T agrees to the BUY-OUT OPTION: T may terminate the lease early by giving notice thirty (30) days prior to the first of the month for vacating, paying the current month's rent and paying a buy-out penalty equal to 2 months of rent. Rent and buy-out penalty must be submitted with the 30-day notice to vacate.**

Balance of the damage deposit shall be returned in accordance with the remaining provisions of these sections:

- C) No damage to property beyond normal wear and tear. Any repairs done by owner will be billed to tenant at \$40.00 an hour plus material costs.**
- D) Apartment and L furnished appliances and fixtures are to be left clean. Any cleaning done by owner will be billed to tenant at \$25.00 an hour. Oven cleaning and stove top charge is flat rate of \$100.00 if left dirty.**
- E) No Unpaid charges, penalties, damages, rent or utility bills.**
- F) Keys returned and forwarding address is left with L immediately upon vacating. If keys are not returned there will be a \$45.00 deposit deduction.**
- G) T agrees L will have carpet professionally cleaned at T's cost when T has vacated the premises. The cost of such cleaning will not exceed \$CARPET CHARGE.**
- H) T agrees L will have wood floors stripped and waxed at T's cost when T has vacated the premises. The cost of such stripping and waxing will not exceed \$ WOOD FLOOR CHARGE.**

L agrees to return damage deposit less any deductions to T without interest. If deductions are made, L will provide T with an itemized statement of such cost for damages, cleaning and/or other charges. L will issue only one check in the name of all tenants in returning such damage deposit or portion thereof and shall mail check to forwarding address given to L by T. If T becomes a holdover T after the termination of this lease, a **HOLDOVER CHARGE (\$HOLDOVER \$ AMOUNT)** penalty shall accrue for each day T is in holdover possession of the premises.

Date Property Manager's Signature

Tenant's Signature Date Tenant's Signature Date

Tenant's Signature Date Tenant's Signature Date