

# Nebraska Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Nebraska Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. Per Neb. Rev. Stat. § 76-1433, acceptance of rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Agreement or rules or regulations subsequently adopted by Landlord constitutes a waiver of Landlord's right to terminate this Agreement for that breach, unless otherwise agreed after the breach has occurred.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

**8. SECURITY DEPOSIT.**

A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **Per Neb. Rev. Stat. § 76-1416(1), the security deposit may not exceed one month's rent.**

B. **Allowable Charges.** Per Neb. Rev. Stat. § 76-1416(2), upon termination of the tenancy, Landlord may apply the security deposit to the payment of rent and the amount of damages which Landlord has suffered by reason of Tenant's noncompliance with this Agreement or Neb. Rev. Stat. § 76-1421.

C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per Neb. Rev. Stat. § 76-1416(2), after deducting for the allowable charges in subsection (B) above, Landlord shall deliver or mail the balance, if any, within **14 days** after the date of termination of the tenancy. If no mailing address or instructions are provided by Tenant to Landlord, Landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to Tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

D. **Forfeit; Damages.** Per Neb. Rev. Stat. § 76-1416(3)-(4), if Landlord fails to comply with subsection (C) above, Tenant may recover the security deposit, court costs, and reasonable attorneys' fees. In addition, if Landlord's failure to comply with subsection (C) above is willful and not in good faith, Tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages. Nothing herein shall preclude Landlord or Tenant from recovering other damages to which they may be entitled under the Uniform Residential Landlord and Tenant Act. However, Tenant shall not be liable for damages directly related to Tenant's removal from the Premises by order of any governmental entity as a result of the Premises not being fit for habitation due to the negligence or neglect of Landlord.

9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

**10. UTILITIES.**

A. Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three

business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

- B. Per Neb. Rev. Stat. § 76-1427, if Landlord deliberately or negligently fails to supply running water, hot water, or heat, or essential services contrary to this Agreement or Neb. Rev. Stat. § 76-1419, Tenant may give written notice to Landlord specifying the breach and may:
- i. procure reasonable amounts of hot water, running water, heat and essential services during the period of Landlord's noncompliance and deduct their actual and reasonable cost from the rent;
  - ii. recover damages based upon the diminution in the fair rental value of the Premises; or
  - iii. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.

If Tenant proceeds under this subsection (B), Tenant may not proceed under Neb. Rev. Stat. § 76-1425 as to that breach.

The rights under this section do not arise until Tenant has given written notice to Landlord or if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent. This section is not intended to cover circumstances beyond Landlord's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.**

- A. **Pet Agreement Required.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
- B. **Pet Security Deposit.** Per Neb. Rev. Stat. § 76-1416(1), Landlord may demand or receive an additional security deposit from a tenant who has a pet on the Premises that is not a service animal. The additional security deposit may not exceed one-fourth of one month's periodic rent.

13. **NOTICE TO QUIT AND HOLDOVER.**

- A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

- B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
- i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
  - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
- C. **Holdover.** Per Neb. Rev. Stat. § 76-1437(3), if Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Landlord may recover an amount not more than **three months' periodic rent or threefold the actual damages** sustained by Landlord, whichever is greater, and reasonable attorneys' fees.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per Neb. Rev. Stat. § 76-1426, if Landlord fails to deliver possession of the Premises to Tenant, rent abates until possession is delivered and Tenant shall:
- A. upon at least five days' written notice to Landlord terminate this Agreement and upon termination Landlord shall return all prepaid rent and security; or
  - B. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against any person wrongfully in possession or wrongfully withholding possession and recover the damages sustained by Tenant.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
- A. **Landlord's Responsibilities.** Per Neb. Rev. Stat. § 76-1419, Landlord shall:
    - i. substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;

- ii. make all repairs and do whatever is necessary, after written or actual notice, to put and keep the Premises in a fit and habitable condition;
- iii. keep all common areas of the Premises in a clean and safe condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal from the appropriate receptacle; and
- vi. supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

If there exists a minimum housing code applicable to the Premises, Landlord's maximum duty shall be determined by subsection A(i) above.

**B. Tenant's Responsibilities.** Neb. Rev. Stat. § 76-1421, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit, and upon termination of the tenancy place the Premises in as clean condition, excepting ordinary wear and tear, as when the tenancy commenced;
- iii. dispose from the Premises all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so;
- vii. conduct himself and require other persons on the Premises

with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment; and

- viii. abide by all bylaws, covenants, rules, or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with Landlord's rights or duties.

**C. Maintenance Responsibilities by Written Agreement.**

- i. If the Premises is a single-family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in subsections A(v) and A(vi) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith.
- ii. If the Premises is other than a single family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only:
  - a. if the agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;
  - b. if the agreement does not diminish or affect the obligation of Landlord to other tenants; and
- iii. Notwithstanding any provision of the Uniform Residential Landlord and Tenant Act, Landlord may employ Tenant to perform the obligations of Landlord.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

**20. REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks

as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
  - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Per Neb. Rev. Stat. § 76-1422:
  - A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
    - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
    - ii. they are reasonably related to the purpose for which they are adopted;
    - iii. they apply to all tenants in the property in a fair manner;
    - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
    - v. they are not for the purpose of evading the obligations of Landlord; and
    - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
  - B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
23. **EXTENDED ABSENCES.** If Tenant will be away from the Premises for seven or more consecutive days, Tenant shall notify Landlord no later than the first day of such extended absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.**
  - A. **Definition of Abandonment.** Per Neb. Rev. Stat. § 76-1432(3), total absence from the Premises without notice to Landlord for one full rental period or 30 days, whichever is less, shall constitute abandonment.

B. **Mitigation of Damages.** Per Neb. Rev. Stat. § 76-1432(3), if Tenant abandons the Premises, Landlord shall take immediate possession and shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning prior to the expiration of the Agreement Term, this Agreement is deemed to be terminated as of the date the new tenancy begins.

C. **Abandoned Personal Property.** The following is per the Disposition of Personal Property Landlord and Tenant Act, Neb. Rev. Stat. § 69-2301 et seq.

i. Notice; Contents; Delivery. Except as otherwise provided in Neb. Rev. Stat. § 76-1414(5), when personal property remains on the Premises after a tenancy has terminated or expired and the Premises have been vacated by Tenant, Landlord shall give written notice as provided in subsection (ii) below to Tenant and to any other person Landlord reasonably believes to be the owner of the property.

a. The notice required shall describe the property in a manner reasonably adequate to permit the owner of the property to identify it. The notice may describe all or a portion of the property, but the limitation of liability provided by Neb. Rev. Stat. § 69-2309 shall not protect Landlord from any liability arising from the disposition of property not described in the notice, except that a trunk, valise, box, or other container which is locked, fastened, or tied in a manner which deters immediate access to its contents may be described as such without describing its contents.

b. The notice shall state that reasonable costs of storage may be charged before the property is returned, the location where the property may be claimed, and the date on or before which such property must be claimed.

c. The date specified in the notice shall be a date not less than seven days after the notice is personally delivered or, if mailed, not less than fourteen days after the notice is deposited in the mail.

d. The notice shall be given within six months of the date of expiration of the lease of the property or the date of discovery of the abandonment, whichever is later.

The notice shall be personally delivered or sent by first-class mail, postage prepaid, to the person to be notified at his or her last-known address and, if there is reason to believe that the notice sent to that address will not be received by him or her, also delivered or sent to such other address, if any, known to Landlord at which such person may reasonably be expected to receive the notice.

ii. Notice; Statement Required. Per Neb. Rev. Stat. § 69-2304, a notice given pursuant to Neb. Rev. Stat. § 69-2303 shall



contain **one** of the following statements, as appropriate:

a. *If you fail to reclaim the property, it will be sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. After the property is sold and the costs of storage, advertising, and sale are deducted, the remaining money will be turned over to the State Treasurer pursuant to the Uniform Disposition of Unclaimed Property Act. You may claim the remaining money from the office of the State Treasurer as provided in such act.;*

**or**

b. *Because this property is believed to be worth less than two thousand dollars, it may be kept, sold, or destroyed without further notice if you fail to reclaim it within the time indicated in this notice.*

iii. Notice; Form.

a. A notice given to a former Tenant which is in substantially the following form shall satisfy the requirements of Neb. Rev. Stat. § 69-2303:

*Notice of Right to Reclaim Abandoned Property*

*To: .....*

*(Name of former tenant)*

*.....*

*(Address of former tenant)*

*When you vacated the premises at*

*..... ,*

*(Address of premises, including room or apartment number, if any)*

*the following personal property remained:*

*.....*

*(Insert description of the personal property)*

*You may claim this property at .....*

*.....*

*(Address where property may be claimed)*

*Unless you pay the reasonable costs of storage for all the above-described property and take possession of the property which you claim not later than ....., (insert date not less than seven days after notice is personally delivered or, if mailed, not less than fourteen days after notice is deposited in the mail) this property may be disposed of pursuant to the Disposition of Personal Property Landlord and Tenant Act.*

*(Insert here the statement required by Neb. Rev. Stat. § 69-2304 )*

Dated: .....

.....  
(Signature of landlord)

.....  
(Type or print name of landlord)

.....  
(Telephone number)

.....  
(Address)

- b. A notice which is in substantially the following form given to a person other than a former Tenant whom Landlord reasonably believes to be the owner of personal property shall satisfy the requirements of Neb. Rev. Stat. § 69-2303:

*Notice of Right to Reclaim Abandoned Property*

To: .....  
(Name)

.....  
(Address)

When ..... vacated the premises  
at

(Name of former tenant)

.....  
(Address of premises, including room or apartment number, if any)

the following personal property remained:

.....  
(Insert description of the personal property)  
If you own any of this property, you may claim it at

.....  
(Address where property may be claimed)

Unless you pay the reasonable costs of storage and take possession of the property to which you are entitled not later than

..... (insert date not less than seven days after notice is personally delivered or, if mailed, not less than fourteen days after notice is deposited in mail) this property may be disposed of pursuant to the Disposition of Personal Property Landlord and Tenant Act.

(Insert here the statement required by Neb. Rev. Stat. § 69-2304 )

Dated: .....

.....  
(Signature of landlord)

.....  
(Type or print name of landlord)

.....  
(Telephone number)

.....  
(Address)

- iv. Landlord; Property; Removal and Storage; Liability. Per Neb. Rev. Stat. § 69-2306, Landlord may leave personal property on the vacated Premises or may remove and store the property in a place of safekeeping until Landlord either releases or disposes of the property pursuant to the Disposition of Personal Property Landlord and Tenant Act. Landlord shall exercise reasonable care in storing the property but shall not be liable to Tenant or any other owner for any loss unless such loss is caused by Landlord's intentional or negligent act.
- v. Landlord; Release of Personal Property; When.
  - a. Landlord shall release personal property left on the vacated Premises to the former Tenant or to any person reasonably believed by Landlord to be the owner if such Tenant or other person pays the reasonable costs of storage and advertising and takes possession of the property not later than the date specified in the notice for taking possession.
  - b. When personal property is not released pursuant to subsection (a) above and the notice has stated that the personal property will be sold at a public sale, Landlord shall release the personal property to the former Tenant or other person if he or she claims the property prior to sale and pays the reasonable costs of storage, advertising, and preparation for sale incurred prior to such claim and payment.
- vi. Sale of Personal Property; When Required; Notice of Sale; Requirements; Disposition of Proceeds.
  - a. If the personal property is not released pursuant to Neb. Rev. Stat. § 69-2307, it shall be sold at public sale by competitive bidding, except that if Landlord reasonably believes that the total resale value of the property not released is less than two thousand dollars, Landlord may retain such property for Landlord's own use or dispose of it in any manner Landlord chooses. At such time as the decision to sell or to retain is made, any locked trunk, valise, box, or other container shall be opened, if practicable, with as little damage as possible, and its contents evaluated. Nothing in this section shall be construed to preclude Landlord or Tenant from bidding on the property at the public sale. The successful bidder's title shall be subject to ownership rights, liens, and security interests which have priority by law.

- b. Notice of the time and place of the public sale shall be given by advertisement of the sale published once a week for two consecutive weeks in a newspaper of general circulation in the county where the sale is to be held. If there is no newspaper of general circulation in the county where the sale is to be held, the advertisement shall be posted no fewer than ten days before the sale in not less than six conspicuous places in the neighborhood of the proposed sale. The sale shall be held at the nearest suitable place to the place where the personal property is held or stored. The advertisement shall include a description of the goods, the name of the former Tenant, and the time and place of the sale. The sale shall take place no sooner than ten days after the first publication. The last publication shall be no less than five days before the sale is to be held. Notice of sale may be published before the last of the dates specified for taking possession of the property in any notice given pursuant to Neb. Rev. Stat. § 69-2303.
  - c. The notice of the sale shall describe the property to be sold in a manner reasonably adequate to permit the owner of the property to identify it. The notice may describe all or a portion of the property, but the limitation of liability provided by Neb. Rev. Stat. § 69-2309 shall not release Landlord from any liability arising from the disposition of property not described in the notice.
  - d. After deduction of the reasonable costs of storage, advertising, and sale, any proceeds of the sale not claimed by the former Tenant, an owner other than such Tenant, or another person having an interest in the proceeds shall, not later than thirty days after the date of sale, be remitted to the State Treasurer for disposition pursuant to the Uniform Disposition of Unclaimed Property Act. The former Tenant, other owner, or other person having interest in the proceeds may claim the proceeds by complying with the act. If the State Treasurer pays the proceeds or any part thereof to a claimant, neither the State Treasurer nor any employee thereof shall be liable to any other claimant as to the amount paid.
- vii. Release or Disposition of Personal Property; Liability of Landlord.
- a. If Landlord releases to the former Tenant property which remains on the Premises after a tenancy is terminated, Landlord shall not be liable to any person with respect to such property.
  - b. If Landlord releases property pursuant to Neb. Rev. Stat. § 69-2307 to a person who is not the former Tenant and

who is reasonably believed by Landlord to be the owner of the property, Landlord shall not be liable with respect to such property to:

- I. Any person to whom notice was given pursuant to Neb. Rev. Stat. § 69-2303; and
  - II. Any person to whom notice was not given pursuant to Neb. Rev. Stat. § 69-2303 unless such person proves that, prior to releasing the property, Landlord believed or reasonably should have believed that such person had an interest in the property and also that Landlord knew or should, upon reasonable investigation, have known the address of such person.
- c. When property is disposed of pursuant to Neb. Rev. Stat. § 69-2308, Landlord shall not be liable with respect to that property to:
- I. Any person to whom notice was given pursuant to Neb. Rev. Stat. § 69-2303 ; and
  - II. Any person to whom notice was not given pursuant to Neb. Rev. Stat. § 69-2303 unless such person proves that, prior to disposing of the property pursuant to Neb. Rev. Stat. § 69-2308, Landlord believed or reasonably should have believed that such person had an interest in the property and also that Landlord knew or should, upon reasonable investigation, have known the address of such person.

viii. Costs of Storage; How Assessed.

- a. Costs of storage for which payment may be required shall be assessed in the following manner:
  - I. When a former Tenant claims property pursuant to Neb. Rev. Stat. § 69-2307, he or she may be required to pay the reasonable costs of storage for all the personal property remaining on the Premises at the termination of the tenancy; and
  - II. When an owner other than the former Tenant claims property pursuant to Neb. Rev. Stat. § 69-2307, he or she may be required to pay the reasonable costs of storage for only the property in which he or she claims an interest.
- b. In determining the costs to be assessed under subsection (a) above, Landlord may not charge more than one person for the same costs.

ix. Residential Landlord; Surrender Personal Property to Residential Tenant; Conditions; Applicability of Section. A residential landlord shall surrender to a residential tenant or to

a residential tenant's duly authorized representative any personal property not owned by Landlord which has been left on the Premises after Tenant has vacated the residential premises and the return of which has been requested by Tenant or by the authorized representative of Tenant if:

- a. Tenant requests in writing, within fourteen days of vacating the Premises, the surrender of the personal property and the request includes a description of the personal property held by Landlord and specifies the mailing address of Tenant;
  - b. Landlord or Landlord's agent has control or possession of such personal property at the time the request is received;
  - c. Tenant, prior to the surrender of the personal property by Landlord and upon written demand by Landlord, tenders payment of all reasonable costs associated with Landlord's removal and storage of the personal property. Landlord's demand for payment of reasonable costs associated with the removal and storage of personal property shall be in writing and shall either be mailed to Tenant at the address provided pursuant to subsection (a) above or shall be personally presented to Tenant or to Tenant's authorized representative within five days after the actual receipt of Tenant's request for surrender of the personal property, unless the property is returned first. The demand shall itemize all charges, specifying the nature and amount of each item of cost; and
  - d. Tenant agrees to claim and remove the personal property at a reasonable time mutually agreed upon by Landlord and Tenant but not later than seventy-two hours after the tender provided for under subsection (c) above.
- x. Landlord Retaining Personal Property; Civil Action Authorized. Any landlord who retains personal property in violation of the Disposition of Personal Property Landlord and Tenant Act shall be liable to Tenant in a civil action for:
- a. Actual damages not to exceed the value of the personal property if such property is not surrendered:
    - I. Within a reasonable time after Tenant requests surrender of the personal property; or
    - II. if Landlord has demanded payment of reasonable costs associated with removal and storage and Tenant has complied with the requirements of Neb. Rev. Stat. § 69-2311. Three days shall be presumed to be a reasonable time in the absence of evidence to the contrary; and

b. Reasonable attorneys' fees and costs.

- xi. Lost Personal Property; Disposition; Liability. Personal property which Landlord reasonably believes to have been lost shall be disposed of as otherwise provided by law, but if the appropriate law enforcement agency or other governmental agency refuses to accept custody of such property, Landlord may dispose of the property pursuant to the Disposition of Personal Property Landlord and Tenant Act. Landlord shall not be liable to the owner of the property if Landlord disposes of such property in compliance with the act.
- xii. Remedy; Not Exclusive. The remedy provided by the Disposition of Personal Property Landlord and Tenant Act shall not be exclusive and shall not preclude Landlord or Tenant from pursuing any other remedy provided by law.

25. **DEATH OF TENANT.** Per Neb. Rev. Stat. § 76-1414(5), upon request by Landlord, Tenant may provide and routinely update the name and contact information of a person who is authorized by Tenant to enter the Premises to retrieve and store Tenant's personal property if Tenant dies. Upon the death of a Tenant, Landlord shall make a reasonable attempt to contact the authorized person, if any, within ten days after the death. The authorized person shall have twenty days after being contacted by Landlord to notify Landlord that he or she will claim Tenant's property, and he or she will then have twenty days after such notification to remove Tenant's personal property from the Premises or obtain the personal property from where it is being stored. Upon presentation of a valid government-issued identification confirming the identity of the authorized person, Landlord shall grant the authorized person reasonable access to the Premises or to where the personal property is being stored if not in the Premises. If Tenant's personal property is not entirely removed from the Premises by an authorized person, Landlord may dispose of the remaining property as prescribed in the Disposition of Personal Property Landlord and Tenant Act. If Landlord allows an authorized person to receive Tenant's personal property as provided by this subsection, Landlord has no further liability to Tenant, Tenant's estate, or Tenant's heirs for lost, damaged, or stolen personal property. If Landlord is unable to contact the authorized person at the address and telephone number provided by Tenant or the authorized person fails to respond to Landlord's notification within twenty days after contact is made, Landlord may dispose of Tenant's personal property as prescribed in the Disposition of Personal Property Landlord and Tenant Act.

26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Neb. Rev. Stat. § 76-1423:

- A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. Landlord may enter the Premises without consent of Tenant in case of

emergency.

C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall:

- i. give Tenant at least **24 hours written notice** of Landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which Landlord anticipates making entry; and
- ii. enter only at reasonable times.

D. Landlord has no other right of access except by court order, as permitted by Neb. Rev. Stat. § 76-1432(2), or if Tenant has abandoned or surrendered the Premises.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

29. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. there is a noncompliance with Neb. Rev. Stat. § 76-1421 materially affecting health and safety or a material noncompliance by Tenant with this Agreement or any separate agreement, per Neb. Rev. Stat. § 76-1431;
- iv. Tenant refuses to allow lawful access to Landlord, per Neb. Rev. Stat. § 76-1438(1); or
- v. otherwise provided by law.



- B. Termination By Tenant.** Tenant may terminate this Agreement if:
- i. there is a material noncompliance by Landlord with this Agreement or a noncompliance with Neb. Rev. Stat. § 76-1419 materially affecting health and safety, per Neb. Rev. Stat. § 76-1425;
  - ii. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired, Neb. Rev. Stat. § 76-1429;
  - iii. Landlord unlawfully removes or excludes Tenant from the Premises or willfully and wrongfully diminishes services to Tenant by interrupting or causing the interruption of electric, gas, water or other essential service; per Neb. Rev. Stat. § 76-1430;
  - iv. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per Neb. Rev. Stat. § 76-1438; or
  - v. otherwise provided by law.
30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party

personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}