

NEBRASKA LEASE AGREEMENT

I. THE PARTIES

This Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord: _____ ("Landlord"), with a mailing address of:

AND

Tenant(s): _____ ("Tenant").

II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Property Address:

Residence Type:

☐ Single Family Home

☐ Apartment

☐ Condominium

☐ Townhouse

☐ Other: _____

III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the ____ day of _____, 20____, and end on the ____ day of _____, 20____. Upon the end of the term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **Month-to-Month.** The lease shall commence on the ____ day of _____, 20____, and continue on a month-to-month basis. Either party may terminate this arrangement by providing at least thirty (30) days' written notice prior to the periodic rental date specified in the notice, in accordance with Nebraska Revised Statutes § 76-1437.

IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$
_____ per month.

The rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Electronic Transfer

☐ Other: _____

Rent payments shall be sent to the following address (if different from Landlord's address above):

V. SECURITY DEPOSIT

The Tenant shall pay a security deposit in the amount of \$

_____ upon the execution of this Agreement.

Statutory Limit: Pursuant to Nebraska Revised Statutes § 76-1416, the security deposit shall not exceed one (1) month's periodic rent, unless the Tenant has a pet, in which case the deposit may not exceed one and one-quarter (1.25) months' periodic rent.

Return of Deposit: In accordance with Nebraska Revised Statutes § 76-1416, the Landlord shall return the balance of the security deposit, along with a written itemization of any deductions, within fourteen (14) days after the date of termination of the tenancy, delivery of possession, and

demand by the Tenant.

VI. LATE CHARGES AND RETURNED CHECKS

If rent is not paid by the _____ day of the month, the Tenant shall pay a late fee of \$ _____ .

If any check provided by the Tenant is returned for insufficient funds, the Tenant shall pay a returned check fee of \$ _____ , in addition to any late fees accrued.

VII. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

- ☐ Landlord ☐ Tenant - Electricity
- ☐ Landlord ☐ Tenant - Gas/Heat
- ☐ Landlord ☐ Tenant - Water
- ☐ Landlord ☐ Tenant - Sewer
- ☐ Landlord ☐ Tenant - Trash Removal
- ☐ Landlord ☐ Tenant - Cable/Internet
- ☐ Landlord ☐ Tenant - Snow Removal
- ☐ Landlord ☐ Tenant - Lawn Care

VIII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests staying for more than _____ days without the
Landlord's written consent shall be considered a breach of this Agreement.

IX. PETS

☐ **No Pets.** No animals are allowed on the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$
_____ and/or an additional pet deposit of \$
_____ (subject to statutory limits).

X. RIGHT OF ENTRY

Pursuant to Nebraska Revised Statutes § 76-1423, the Landlord may enter the Premises to
inspect the Premises, make necessary or agreed repairs, decorations, alterations, or
improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or

actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in case of emergency or if it is impracticable to do so, the Landlord shall give the Tenant at least one (1) day's notice (24 hours) of the intent to enter and enter only at reasonable times.

XI. MAINTENANCE AND REPAIRS

The Tenant shall keep the Premises in a clean and safe condition and shall notify the Landlord immediately of any damage or necessary repairs. The Tenant is responsible for any damage caused by the Tenant's negligence or misuse.

The Landlord shall maintain the Premises in a fit and habitable condition in accordance with Nebraska Revised Statutes § 76-1419, including maintaining electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities in good and safe working order.

XII. DEFAULT AND TERMINATION

Non-Payment of Rent: Pursuant to Nebraska Revised Statutes § 76-1431(2), if rent is unpaid when due and the Tenant fails to pay rent within seven (7) days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the Landlord may terminate the rental agreement.

Non-Compliance: Pursuant to Nebraska Revised Statutes § 76-1431(1), if there is a material noncompliance by the Tenant with the rental agreement or a noncompliance with the landlord-tenant act materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of

which notice was given recurs within six (6) months, the Landlord may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.

XIII. DISCLOSURE OF MANAGER AND AGENT

Pursuant to Nebraska Revised Statutes § 76-1417, the Landlord or a person authorized to enter into a rental agreement on the Landlord's behalf shall disclose to the Tenant in writing, at or before the commencement of the tenancy, the name and address of:

1. The person authorized to manage the Premises; and
2. The owner of the Premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

Manager/Agent Name: _____

Address: _____

XIV. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was constructed:

☐ After January 1, 1978.

☐ Before January 1, 1978. (Landlord must provide a Lead-Based Paint Disclosure Form and EPA Pamphlet).

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, specifically the Uniform Residential Landlord and Tenant Act (Neb. Rev. Stat. §§ 76-1401 to 76-1449).

XVI. ADDITIONAL TERMS AND CONDITIONS

Additional provisions of this Agreement are:

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both parties.

XVIII. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Nebraska

County of _____

On this _____ day of _____, 20____, before me, a Notary Public in and for said State,
personally appeared _____ (Landlord) and

_____ (Tenant), known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same in their authorized capacities, and that by
their signatures on the instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____