

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between

_____ ("Landlord") and

_____ ("Tenant") on _____ (Date).

Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at:

_____ (complete address of Premises) to Tenant.

LEASE TERM: The lease will start on _____ (begin date) and will end on _____ (end date) (Lease Term).

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$ _____ ("Rent"). Rent will not exceed **HOME rents for 80% or below AMI** each month.

Tenant agrees to pay in advance on the first day of each month at: _____

_____ (address for rent payment) or at any other address designated by Landlord. If the term of this lease does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

LATE CHARGES: If any amount under this lease is more than _____ days late, Tenant agrees to pay a late fee of \$ _____.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$ _____ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of one month's rent of \$ _____ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. Landlord's remedy is not limited to the security deposit amount, and tenant remains liable for any unpaid balance of damages. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let

the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises

OCCUPANTS: Tenant agrees that no more than ____ persons may reside on the Premises, without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Tenant will be responsible for all utilities and services required on the Premises, except Landlord will provide: _____

paid by Landlord or "none") (list services

PETS: Tenant shall not keep any Pets on the Premises without the prior written consent of the Landlord.

	Initials
Landlord	_____
Tenant	_____

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective area, appliance or equipment.

RIGHT OF INSPECTION: Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agree to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

HOLDOVER: In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$_____ per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at its option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least ____ consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this agreement and

	Initials
Landlord	_____
Tenant	_____

regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the premises for more than _____ consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

	Initials
Landlord	_____
Tenant	_____

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

PARKING: Tenant shall be entitled to use _____ parking space(s) for the parking of motor vehicle(s).

KEYS: Tenant will be given ____ key(s) to the Premises and ____ mailbox key(s). , Tenant shall be charged \$ _____ if all keys are not returned to Landlord following termination of the Lease.

LIQUID-FILLED FURNITURE: Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the premises without Landlord's prior written consent.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

ADDITIONAL TERMS & CONDITIONS (Specify "none" if there are no additional provisions)

	Initials
Landlord	_____
Tenant	_____

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

LANDLORD:

(Name)

TENANT:

(Name)

TENANT:

(Name)



	<i>Initials</i>
Landlord	_____
Tenant	_____

PREMISES INSPECTION

MOVE-IN / MOVE-OUT

The Premises should be inspected immediately before the Lease is signed or the premises are occupied

Address of Premises:	
Move In date	Move out date
Inspected by (for Landlord)	Inspected by (for Tenant)

	MOVE-IN		Comments	MOVE-OUT		Comments
	OK	NO		OK	NO	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 4	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry Area	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Room	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Balcony	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drapes / Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stove	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Front Porch	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Back Porch	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Deck	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Garage	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

NOTES: _____

Landlord and Tenant have inspected the Premises on _____ (Date). The move in conditions are those noted on this inspection as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

Tenant:

Acknowledged by Landlord:

**RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):
- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

NOTICE TO PROSPECTIVE TENANT

Date: _____

Dear _____:

Please read this notification carefully. If you do not understand this notice, do not sign a rental agreement and move into the property identified herein.

On _____, I/we, the owner(s) of the property you wish to occupy, began negotiations to participate in a rental housing program in which State or Federal funds are being used in this program. The option to begin negotiations with a buyer to sell said property may or may not be considered in the future. Because State or federal funds are being used in this project, a tenant in residence at the property may be entitled to moving and relocation assistance, as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.

Because you are a new tenant, you will not be eligible for relocation assistance that other tenants may receive. Therefore, before you enter into a lease agreement and occupy the unit located at _____, you are hereby advised that if the property is sold that:

- 1) You will not be considered a "displaced person," and, therefore, will not be entitled to any relocation benefits required by the URA.
- 2) If you are allowed to remain, you may have to move temporarily, but you will not be provided any temporary move assistance, and, your rent may be increased by the new owner.

If you have any questions about this notice, please contact the acquiring buyer at the following address or phone number: _____

Once you have read and understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

(Signature and title of Owner Representative)

(Date)

WAIVER OF RELOCATION ASSISTANCE: TENANT ACKNOWLEDGES A RECEIPT OF THIS DOCUMENT CAPTIONED "NOTICE TO PROSPECTIVE TENANT" WHICH EXPLAINS INELIGIBILITY FOR RELOCATION ASSISTANCE.

I/we certify that I/we understand that if I/we lease and occupy the subject property, that I/we may have to move from this property, and that I/we will not be entitled to any move assistance or benefits.

Signature of Tenant

Date

Signature of Tenant

Date

NOTICE TO CURRENT TENANT

(date)

Dear _____:

_____(Landlord)_____, is interested in _____(rehabilitating, selling)_____ the property you currently occupy at _____(address)_____ for a proposed project which may receive funding assistance from the State of Nebraska or the U.S. Department of Housing and Urban Development (HUD) under the Nebraska Affordable Housing Program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time. If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact
(name)_____, (title)_____,
(address)_____, (phone)_____.

Sincerely,

(name and title)_____

Enclosure