



Apartment Rental

Month to month Lease Agreement

This agreement contains the terms under which L & R Partnership, LLC, Fremont, Nebraska, the landlord, and the person who sign below as tenant hereby agree upon the rental of the premises listed below:

1. PREMISES: _____ Apartment No. _____ with Garage No. _____
known as Nye Apartments & Condos in Fremont, NE.

2. TERM & RENTAL: The term of this agreement begins at 12:01 a.m. on the _____ day of _____, 20____ and shall be for tenancy from month to month at a rental of _____ Dollars (\$_____) per month payable in advance pro-rata from the above date through the last day of each calendar month at the office or apartment of the manager or the owner of the building.

3. OTHER CHARGES: Landlord or tenant has received from the tenant a rent security and damage deposit of \$_____. Deposits are to be returned to the tenant when this agreement terminates and upon re-delivery of all keys and premises to the landlord, less any damage to the premises, fixtures, or furnishings and any other amount due under this agreement. A specific charge of \$25.00 for each will be deducted from the deposit if stove or refrigerator is not cleaned when moving out. Your stay must be at least six months or you will not receive your deposit back. Tenant shall pay for all utilities. Tenant will also be billed by NES for their additional portion of utilities and service fees. In the event tenant defaults, the landlord may treat the default as a breach of those covenants under the lease default clause of this contract. Tenant shall make a utility deposit with the Department of Utilities and show receipt to Manager before moving in. Tenant shall keep the premises rented neat and clean at all times and shall transport all trash and garbage to a receptacle designated by the owner and the owner shall arrange for further disposition thereof.

4. CONDITIONS OF PREMISES: By executing this agreement, the tenant acknowledges that he/she has receive the premises and the following appliances; Range and oven, dishwasher, refrigerator, central air conditioner, water heater, and furnace, and finds them to be in good and clean condition and repair, except as may be indicated elsewhere in this agreement. Tenant agrees to take good care of the premises and its contents and to return them to the landlord at the termination of this agreement in the same condition as when received except for ordinary wear and tear; such as reasonable and careful use would have caused.

5. USE OF PREMISES: It is understood that the rental of the premises is based upon the occupancy of _____ persons to include the individual whose signature appears on this Agreement and his/her immediate family. Any other persons residing in the premises shall be cause of immediate eviction of all parties. Tenant agrees that neither the tenant nor his/her guests or occupants will annoy other tenants by noise or any nuisance, nor use the premises for commercial enterprise or any unlawful purpose, and that no animal, bird, or pet may be kept on, or about the premises, except in Condos, when approved by management. No locks shall be changed and there shall be no alteration or redecoration of the premises without prior written authorization of the landlord or his agent. No trucks, trailers, boats or other mechanical equipment shall be kept or parked on any of the landlords premises except the personal vehicle of the tenants shall be kept or parked in the parking stalls. Tenant is allowed two parking spaces and if tenant has garage, one vehicle must be parked in garage. Garage doors are to be closed when not in use. No vehicles, trucks, or moving vans will be allowed on the sidewalks or grass. The tenant, hereby, grants to Management the undisputed right, with one day's notice, to remove any vehicle from the parking space, when is inoperable in the management's opinion, and remains inoperable for three (3) consecutive days. Tenant further agrees that any vehicle owned by Tenant remaining on the property after termination of this Lease may be immediately removed by the Management with full immunity from damages for such removal.

Initial

Initial

6. DAMAGES: The landlord will maintain the above appliances, provided that the tenant shall use them in accordance with printed or other instructions for their proper care and use, and shall provide reasonable household care and maintenance for them. Tenant shall pay for any damage to the premises, contents, and equipment, thereof, caused by the tenant, his/her guests, or occupants. Tenant also acknowledges that drains and pipes are clear and the commencement of this agreement, unless reported otherwise to the landlord within one week, therefrom, and the cost of clearing any partial or complete stoppage shall be paid by the tenant. Neither Management nor the owner of the apartment community shall be liable to Tenant for any loss or damage to the Tenant's effects, except where such is due to Management's negligence. It is agreed that it is the Tenant's responsibility to insure Tenant's property and safeguard against personal loss.

7. ABANDONMENT: Tenant will occupy the premises continuously except for the normal vacation periods and agrees that any absence, therefrom, for more than one week during any part of which, time rental is delinquent shall be conclusively presumed to be abandonment of the premises at the option of the landlord. If extended vacations are taken, please advise management. Tenant shall not assign or sublet this agreement or any part of the premises.

8. REPOSIBILTY OF OWNER: Landlord or his agent reserves all statutory rights of entry upon the premises for lawful purposes.

9. OTHER RULES & REGULATIONS: Tenant agrees to be bound by all existing rules and regulations and all additional responsibilities which may, from time to time, be adopted by Owner or Agent and same shall be considered to be conditions of this Agreement. Rental checks are to be made payable to L & R Partnership, LLC, and mailed or delivered to 2422 N. Nye Ave., #102, Fremont, Ne 68025. Rents are due on the first of each month and are deemed late if received later than midnight the 7th of each month. Rents received after the 7th will be charged \$5.00 per day late charge from the first of the month. Example: Rent received on the 10th would have a \$50.00 late charge. Tenant agrees to pay Owner a service charge of \$25.00 for each insufficient funds or returned check or otherwise. In the event that the monthly rental is paid by a check returned by the bank unpaid, than and in that event, Agent shall have the right to demand that the monthly rental payments for the following three (3) monthly periods be paid in cash, by certified check, or money order. Failure of Owner or Agent to enforce any terms of this lease shall not be determined to be a waiver nor shall any acceptance of a partial payment be determined a waiver of the right to collect the full amount of rent.

10. RENEWAL OR TERMINATION: This agreement is automatically renewed from month to month but may be terminated at any time by either party on giving a full 30 day notice of intent to terminate from date rent is due, WHICH IS DUE THE FIRST OF EACH MONTH. If after such notice of 30 days is given and tenant fails to vacate on or before the termination date, the rental for any holdover period will be double the normal rental amount and tenant shall be liable for any other damages which Owner may suffer through loss of perspective tenant. If 30 day notice is not given by Tenant, Owner shall have the right to show the premises to prospective tenants or buyers at any reasonable time after the Owner or Agent becomes aware that the premises will be available for lease. If tenant moves out without giving the required full months notice from the day rent is due (1st of each month), owner has the right retain at least the amount of the deposit in part payment of damages for such violation.

11. OTHER: See attached Rules & Regulations; Other terms:

IN WITNESS WHEREOF the parties have signed this agreement this _____ day of _____, 20____.

OWNER: L & R Partnership, LLC

TENANT:

By: _____

By: _____

Partner or Rental Manager

RULES AND REGULATIONS MADE PART OF RENTAL AGREEMENT

The following rules and regulations are incorporated in and made part of rental agreement entered into between the above-named tenant(s) and the undersigned Owner/Agent for the Owner on the date set forth at the conclusion these rules. Tenant is requested to acknowledge reading and understanding of each rule by initialing the same, but rules are in effect as part of the lease in any event.

1_____tenant shall pay before the owner deems delinquent all utility charges applicable to the rental property except those which may, in the case of an apartment complex, be paid by the owner.

2___ Should the Owner/Agent cause an eviction notice to be served on a tenant, tenant shall pay filing and service fees and costs in addition to the delinquent rent in order to obtain dismissal of the eviction proceedings. If tenant fails to give a full month's notice of termination, tenant owes the following month's rent unless the property is rented to another before the following month begins.

3_____The final month's rent must be paid when due and any security deposit balance due tenant will be rebated within 14 days of vacating premises. If an additional amount is due from tenant to the owner, tenant shall pay that difference within the same 14-day period.

4_____All notices to the Owner /Agent shall be in writing and submitted to the Owner/Agent for acknowledgement.

5_____Tenant SHALL NOT have a pet(s) in or on the premises at any time.

6_____Tenants SHALL NOT allow a trampoline to be located or used on the property at any time as a condition of this lease.

7_____Tenant may not change, modify, or add locks to property without first obtaining written permission from Owner, and further must supply keys to any new or modified locks to the Owner. Owner reserves the right to employ a locksmith at tenant's expense to make duplicate keys should this condition not be met.

8_____Property is to be vacated in a neat and orderly fashion with all appliances and fixtures cleaned, carpeting vacuumed and garbage completely cleared of debris. Owner's expense from failure in this respect will be charged to the rent deposit to the extent the deposit is available; tenant to be liable for the remainder. Any property left in or about the premises upon abandonment of the premises or termination of the lease may be removed and either discarded, sold at public auction, or stored at the expense of the tenant. Failure to return all keys by the end of business day on the last day of the month will continue possession of property until such time as all keys are returned to the Owner/Agent.

9_____Tenant is encouraged to obtain RENTERS INSURANCE as a means for protection of personal property.

10_____ Satellite Dish is not allowed.

L & R PARTNERSHIP, LLC
2422 N. Nye Avenue #102, Fremont, NE 68025
(Office) 402.753.0801 (fax) 402.721.2333



APPLICATION FOR PROSPECTIVE TENANT

DATE _____

EACH APPLICANT MUST PRESENT TWO (2) forms of identification, one of which includes a photo.

APPLICANT'S NAME _____ Date of Birth _____

Social Security # _____ Phone Number _____

Current Address: _____ How Long: _____

City: _____ State: _____ Zip Code _____

Present Landlord: _____ Phone Number _____

Previous Address: _____ How Long: _____

City: _____ State: _____ Zip Code _____

Landlord's Name: _____ Phone Number: _____

Current Employer: _____ Phone Number: _____

Supervisor _____ How Long: _____

Previous Employer: _____ Phone Number: _____

Supervisor _____ How Long: _____

Applicant's Monthly Income: _____ Other: _____

Name of Bank: _____ Account # _____

Year & Make of Vehicle: _____ Color: _____

License Plate # _____

Registered to: _____

Additional Vehicles: _____ Color: _____

Credit Reference: _____ Phone Number: _____

Credit Reference: _____ Phone Number: _____

If Children names and ages: _____



Co- Applicant's Name

CO - APPLICANT'S NAME _____ Date of Birth _____

Social Security # _____ Phone Number _____

Current Address: _____ How Long: _____

City: _____ State: _____ Zip Code _____

Present Landlord: _____ Phone Number _____

Previous Address: _____ How Long: _____

City: _____ State: _____ Zip Code _____

Landlord's Name: _____ Phone Number: _____

Current Employer: _____ Phone Number: _____

Supervisor _____ How Long: _____

Previous Employer: _____ Phone Number: _____

Supervisor _____ How Long: _____

Applicant's Monthly Income: _____ Other: _____

Name of Bank: _____ Account # _____

Year & Make of Vehicle: _____ Color: _____

License Plate # _____

Registered to: _____

Additional Vehicles: _____ Color: _____

Credit Reference: _____ Phone Number: _____

Credit Reference: _____ Phone Number: _____

If Children names and ages: _____



L & R PARTNERSHIP, LLC
 2422 N. Nye Avenue #102, Fremont, NE 68025
 (Office) 402.753.0801 (fax) 402.721.2333

By signing this application, I, the undersigned applicant(s) warrant and represent the information on this application for residency am true and correct and the Management/Owner is authorized to verify this information. However, I acknowledge and understand that Management/Owner undertakes no obligation to verify the accuracy of any information provided by me on this application.

Any person/firms may freely give any requested information concerning me and I hereby knowingly and voluntarily waive all right of action for any consequence resulting from such information. In addition, I hereby authorize Management/Owner to release any and all information in this application on my behalf and lawfully serve as basis for lease termination and/or eviction.

Management/Owner has my permission and is authorized to run a credit report or credit history.

Applicant Signature	Date	Applicant Printed Name
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Co-Applicant Signature	Date	Co-Applicant Printed Name
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Rev 8/10

For Office Use Only:

Nye Apartments
 Please respond by FAX as quickly as possible
 PHONE: 402. 753.0801 FAX:402.721.2333

Date: _____ From: _____

To: _____

We would appreciate your assistance with providing the following RENTAL VERIFICATION on the following:
 (to qualify them for a new apartment).

RE: _____

Address: _____

Please verify names on leases: _____

Additional Occupants: _____

Rent amount paid _____ per month	Paid on Time? YES ___ NO ___
If NO, number of times late: _____	Number of NSF's _____
Complaints/Problems: YES ___ NO ___	Damages? YES ___ NO ___
Dates Rented: From _____ to _____	
Dates of Lease: From _____ to _____	
Gave Notice? YES ___ NO ___	Would you re-rent to Above? YES ___ NO ___
Any Legal Notices? YES ___ NO ___	IF YES Expalin: _____
Was an Eviction ever canceled?	

Verified by: name _____ Title _____