



APARTMENT RENTAL AGREEMENT  
Month to Month

**L & R  
Partnership LLC**

This Agreement contains the terms under which L & R Partnership, LLC, ("Landlord") and the person or persons who sign below ("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 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall be for tenancy from month to month. Rent shall be payable in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month. 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 day of each month and are deemed late if received later than midnight on the 7<sup>th</sup> of each month. Rents received after the 7<sup>th</sup> will be charged \$5.00 per day late charge from the first of the month. Example: Rent received on the 10<sup>th</sup> would have a \$50.00 late charge. Tenant agrees to pay Landlord a service charge of \$25.00 for each insufficient funds or returned check or otherwise. If the monthly rental is paid by a check returned by the bank unpaid, then and in that event, Landlord 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 Landlord to enforce any terms of this paragraph 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.

3. OTHER CHARGES: Landlord has received from the Tenant a rent security and damage deposit of \$\_\_\_\_\_, an amount not more than one month's rent. Deposits shall be returned to the Tenant within fourteen (14) days after this agreement terminates, less any past due rent or damage to the premises, fixtures, or furnishings and any other amount due under this agreement. A specific charge of \$25.00 each will be deducted from the deposit if the stove or refrigerator is not cleaned when moving out. Tenant shall pay for all utilities. Tenant shall make a utility deposit with the Department of Utilities and show receipt to Landlord before moving in. Tenant will also be billed by a third-party (currently UMS) 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 keep the premises neat and clean at all times and shall transport all trash and garbage to a receptacle designated by the Landlord and the Landlord shall arrange for further disposition thereof.

4. CONDITIONS OF PREMISES: By executing this agreement, the Tenant acknowledges that he/she has received 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 (not to exceed 5, per HUD occupancy guidelines for a two-bedroom apartment) 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 the Landlord. No locks shall be changed and there shall be no alteration or redecoration of the premises without prior written authorization of the Landlord. No trucks, trailers, boats or other mechanical equipment shall be kept or parked on any of the Landlord's premises except the personal vehicle of the tenants shall be kept or parked in the parking stalls. Each driving age tenant is allowed one vehicle. If tenant has a 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 grants the Landlord the right, with one (1) days' notice, to remove any vehicle from the parking space, when said vehicle is inoperable and remains inoperable for three (3) consecutive days, in the Landlord's sole opinion, Tenant further agrees that any vehicle owned by Tenant remaining on the property after termination of this Lease may be immediately removed by the Landlord. Tenant agrees to indemnify and hold the Landlord harmless for any vehicles removed under this paragraph.

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 at the commencement of this agreement, unless reported otherwise to the Landlord within one week from the date of this Agreement and the cost of clearing any partial or complete stoppage shall be paid by the tenant. Landlord shall not be liable to Tenant for any loss or damage to the Tenant's chattel. It is agreed that it is the Tenant's responsibility to insure the Tenant's chattel and safeguard against personal loss.

7. ABANDONMENT: Tenant will occupy the premises continuously except for the normal vacation periods and agrees that any absence for more than seven (7) days shall be conclusively presumed to be abandonment of the premises at the option of the Landlord. During any absence of the Tenant in excess of seven (7) days, the Landlord may enter the premises at times reasonably necessary. If the Tenant anticipates being absent for more than seven (7) days, Tenant agrees to notify Landlord in advance of said absence. Tenant shall not assign or sublet this Agreement or any part of the premises.

8. RESPONSIBILITY OF LANDLORD: Landlord and its officers, employees, staff, agents, operators, successors, and assigns reserve 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 Landlord and same shall be conditions of this Agreement.

10. RENEWAL OR TERMINATION: At the end of the lease period, this agreement automatically renews from month to month unless terminated by either party on giving thirty (30) day notice of intent to terminate in writing. The landlord or tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice. The tenant must provide the written notice of termination on the 1<sup>st</sup> day of the month when moving out at the end of the month. Failure to provide notice on the 1<sup>st</sup> day of the month will subject the tenant to an additional month of rent. Tenant expressly agrees that the Landlord shall retain the security deposit as payment for the additional month's rent if Tenant fails to provide notice on the 1<sup>st</sup> day of the month. Landlord shall have the right to show the premises to prospective tenants or buyers at any reasonable time after the Landlord becomes aware that the premises will be available for lease.

11. OCCUPANCY PERMIT FOR FREMONT PROPERTIES: If the above referenced rental unit is located within the city limits of Fremont, Nebraska, each occupant of the unit 18 years of age or older shall provide Landlord a copy of an Occupancy Permit in their name issued by the City of Fremont under Ordinance 5165 prior to occupancy. Failure to do so will subject Tenant to a 14-Day Notice of Default for violation of lease under Nebraska Statute §76-1431 wherein Tenant will be given 14 days to cure such violation, and upon Tenant's failure to do so within the specified 14 days, this Agreement will terminate, and Landlord be entitled to repossession of the premises.

12. SERVICE ANIMALS: A service or emotional support animal is not subject to a security deposit and is allowed, but only such service or support animal for which the Tenant gives prior notice to Landlord prior to bringing the service or support animal onto the premises, and solely on condition that Tenant provide a written request letter from a licensed Nebraska physician or a licensed Nebraska mental health care provider certifying the need of the Tenant for such service or support animal. Landlord is authorized to verify the authenticity of such request letter. Assuming the forgoing occurs, service or support animal (hereafter "Animal") may only remain on the premises if Animal does not disturb the peace and quiet enjoyment of the other tenants and all litter and feces created by Animal is promptly picked up and disposed of in an outside trash receptacle. Tenant must pay for any damage to person or property caused by Animal. Animal must remain on leash outside Tenant's apartment living space and under no circumstances may Tenant leave Animal unattended outside. Under no circumstances is Animal allowed in pool or fenced in pool area due to risk of pool contamination. The specific type of Animal must be permissible under local or state rules, all vaccination and licensing regulations complied with, and Tenant must provide proof Animal has been vaccinated against rabies. No breeding of Animal is allowed whatsoever. Only one service or support Animal is allowed per Tenant. Failure of Tenant to comply with the terms of this paragraph shall be deemed a material breach of the Agreement.

13. RULES AND REGULATIONS MADE PART OF RENTAL AGREEMENT: The following rules and regulations are incorporated in and made part of rental agreement entered between the above-named Tenant and the Landlord on the date set forth at the conclusion of these rules. The tenant is requested to acknowledge reading and understanding of each rule by initialing the same.

- A. \_\_\_\_\_ Tenant shall pay before delinquent all utility charges applicable to the rental property except those which may, in the case of an apartment complex, be paid by the Landlord.
- B. \_\_\_\_\_ Should the Landlord 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, to obtain dismissal of the eviction proceedings. If Tenant fails to give a written thirty (30) days' notice of termination, Tenant owes the month's rent, unless the property is rented to another before the following month begins.
- C. \_\_\_\_\_ The final month's rent must be paid when due and security deposit balance due to the tenant will be mailed or delivered within 14 days of the termination of this Agreement. If an additional amount is due from the Tenant to Landlord, Tenant shall pay that difference within the same 14-day period.
- D. \_\_\_\_\_ All notices to the Landlord shall be in writing and submitted to the Landlord for acknowledgement.
- E. \_\_\_\_\_ Tenant SHALL NOT have pet(s) in or on the premises at any time.
- F. \_\_\_\_\_ Tenant SHALL NOT allow a trampoline to be located or used on the property at any time as condition of this lease.
- G. \_\_\_\_\_ Tenant may not change, modify, or add locks to the property without first obtaining written permission from Landlord, and further must supply keys to any new or modified locks to Landlord. Landlord reserves the right to employ a locksmith at Tenant's expense to make duplicate keys should this condition not be met.
- H. \_\_\_\_\_ The Premises is to be vacated in a neat and orderly fashion with all appliances and fixtures cleaned, carpeting vacuumed and garage completely cleared of debris. Landlord's expense from failure in this respect will be charged to the security deposit to the extent the deposit is available, and Tenant shall be liable for the remainder. Any personal property left in or about the premises upon abandonment of the premises or termination of the Agreement may be removed and either discarded, sold at public auction, or stored at the expense of the Tenant. Tenant agrees to return all keys after termination of this Agreement to the Landlord. Tenant will pay any and all costs to rekey the premises or change locks if Tenant fails to return all keys to the Landlord.
- I. \_\_\_\_\_ Tenant is required to obtain renter's insurance naming L & R Partnership, LLC as an additional insured. Tenant must provide a written copy of the insurance to L & R Partnership, LLC when moving in.
- J. \_\_\_\_\_ Satellite Dish not allowed.
- K. \_\_\_\_\_ No charcoal or wood fueled grills are allowed on the premises. Gas grills are permitted to be used but must be used ten feet (10 ft) away from all buildings. Gas grills must be stored inside of the tenant's garage when not in use. No grills are permitted on balconies.
- L. \_\_\_\_\_ Smoking is prohibited inside of all buildings on the premises. Smoking is permitted ten feet (10 ft) away from all buildings on the premises.

14. OTHER: See attached Rules & Regulations; Other terms: \_\_\_\_\_

IN WITNESS WHEREOF the parties have signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD: L & R Partnership, LLC

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

11/2024