

Company \_\_\_\_\_ Agent Name \_\_\_\_\_

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being **offered**.  
 For additional information on agency and consumer protection go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

<input type="checkbox"/>	<input type="checkbox"/>	<b>Limited Landlord's Agent</b>
<ul style="list-style-type: none"> <li>• Works for the landlord</li> <li>• Shall not disclose any confidential information about the landlord unless required by law</li> <li>• May be required to disclose to a tenant otherwise undisclosed adverse material facts about the property</li> <li>• Must present all written offers to and from the landlord in a timely manner</li> <li>• Must exercise reasonable skill and care for the landlord and promote the landlord's interests</li> </ul> <p><u>A written agreement is required to create a landlord's agency relationship</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	<b>Limited Tenant's Agent</b>
<ul style="list-style-type: none"> <li>• Works for the tenant</li> <li>• Shall not disclose any confidential information about the tenant unless required by law</li> <li>• May be required to disclose to a landlord adverse material facts including facts related to tenant's ability to financially perform the transaction</li> <li>• Must present all written offers to and from the tenant in a timely manner</li> <li>• Must exercise reasonable skill and care for the tenant and promote the tenant's interests</li> </ul> <p><u>A written agreement is not required to create a tenant's agency relationship</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	<b>Limited Dual Agent</b>
<ul style="list-style-type: none"> <li>• Works for both the tenant and landlord</li> <li>• May not disclose to landlord that tenant is willing to pay more than the price offered</li> <li>• May not disclose to tenant that landlord is willing to accept less than the asking price</li> <li>• May not disclose the motivating factors of any client</li> <li>• Must exercise reasonable skill and care for both tenant and landlord</li> </ul> <p><u>A written disclosure and consent to dual agency required for all parties to the transaction</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	<b>Customer Only</b> (see reverse side for list of tasks agent may perform for a customer)
<ul style="list-style-type: none"> <li>• <b>Agent does not work for you</b>, agent works for another party or potential party to the transaction as:           <ul style="list-style-type: none"> <li><input type="checkbox"/> Limited Tenant's Agent</li> <li><input type="checkbox"/> Limited Landlord's Agent</li> <li><input type="checkbox"/> Common Law Agent (attach addendum)</li> </ul> </li> <li>• Agent may disclose confidential information that you provide to agent to his or her client</li> <li>• Agent must disclose otherwise undisclosed adverse material facts:           <ul style="list-style-type: none"> <li>- about a property to you as a tenant/customer</li> <li>- about tenant's ability to financially perform the transaction to you as a landlord/customer</li> </ul> </li> <li>• Agent may not make substantial misrepresentations</li> </ul>		

<input type="checkbox"/>	<b>Common Law Agent for</b>	<input type="checkbox"/>	<b>Tenant</b>	<input type="checkbox"/>	<b>Landlord</b>	(complete and attach Common Law Agency Addendum)
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**THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS.** By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

### Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature)	(Date)

(Client or Customer Signature)	(Date)

\_\_\_\_\_  
 (Print Client or Customer Name)

\_\_\_\_\_  
 (Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): \_\_\_\_\_

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent.  Init.  Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and phone number: **Marc Cohn 402-527-4471**

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

Client or Customer name(s): \_\_\_\_\_,

Lease Concerning: \_\_\_\_\_



**Aksarben**  
PROPERTY MANAGEMENT

# RESIDENTIAL LEASE AGREEMENT

## 1. PARTIES TO THE LEASE

The parties to this lease are:

Landlord(s): \_\_\_\_\_  
\_\_\_\_\_.

Resident(s): \_\_\_\_\_  
\_\_\_\_\_.

## 2. PROPERTY

Owner leases to Resident the following Real Property:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Legal: \_\_\_\_\_  
County \_\_\_\_\_, State: \_\_\_\_\_.

Including the following non-real property items considered collectively as the "Property":

## 3. ORIGINAL TERM OF LEASE

**Commencement Date** – Upon Signing of this Agreement.

**Move-In Date:** \_\_\_\_\_.

**Anniversary Date:** \_\_\_\_\_.

## 4. AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless either party provides the other party written notice of termination no later than **30 days** before the lease expiration date. Oral notice of termination is not sufficient under any circumstances.

If either party fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to-month basis. This lease will continue to renew on a month-to-month basis unless either party provides the other with a written notice of termination no later than **30 days** before the lease anniversary date.

The notice of termination given by either party will be effective on the last day of the month following the month in which the notice is given. Aksarben Property Management is not obligated to prorate rent even if Resident surrenders the Property before the termination date. This also applies to Military Early Termination in accordance with **SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1.**

### A. MONTH TO MONTH RENT INCREASE

If this lease agreement automatically extends into a month-to-month basis, the monthly rent payment will increase by the original lease amount - plus 25% - unless otherwise agreed to in writing for a shorter lease extension. Residents will incur a \$85.00 Month to Month Administration Fee each month until a longer lease extension is arranged in writing.

### B. RISK MITIGATION FEE

At time of application, and prior to lease signing, the undersigned Resident may have been offered an opportunity to lease the home in accordance with the guidelines for a possible Risk Mitigation Fee based on their combined Resident scores. If this additional fee was presented at application approval, Resident agrees to offer an additional risk mitigation fee in the amount of \$\_\_\_\_\_. due at lease commencement. Resident has agreed with all of the terms and conditions of this fee prior to lease signing. This administrative fee is non-refundable and will be retained by Aksarben Property Management.

### C. HOME CONDITION GUARANTEE

Within the first five (5) business days of occupying the home, if Resident is not satisfied with the condition of the home as viewed prior to lease signing, Resident may request lease cancellation and receive a full refund to their security deposit, rent, animal fees, lease fee, risk mitigation fee, and application fees. The Resident must vacate the home and turn in all keys & electronic devices to Aksarben Property Management. This paragraph does not apply to a lease agreement with a *Site Un-Seen Addendum to Lease* and is subject to Landlord or Aksarben Property Management final approval.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

**D. LEASE FEE = \$95.00**

There is a lease preparation fee of \$95.00 per lease agreement which includes no up-front fee to the Preferred Resident Program in addition the effort to prepare, forward, and offer the convenience of electronic signatures, electronic funds collection, and a lock box move in.

**5. MOVE-IN CONDITION**

Aksarben Property Management makes no express or implied warranties as to the Property's condition. **Resident has inspected the Property and accepts it AS-IS.**

**6. RENT**

**Monthly Rent:** For each full month during this lease, Resident will pay Landlord monthly rent in the amount of \$\_\_\_\_\_.

**Due Date: Rent is due the 1<sup>st</sup> of Each Month.**

Resident will ensure Landlord receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse Resident's timely payment obligations.

**Prorated Rent:** \$\_\_\_\_\_. Prior to and no later than move in, Resident agrees to pay Landlord prorated rent from the **Move-In Date** to the last day of the month in which the lease begins. If lease begins within seven (7) calendar days from the end of the month, Resident will be required to pay the next full month's rent in addition to the pro-rated rent at time of lease signing.

If Resident fails to timely pay any amounts due under this lease, or if any payment is returned by the institution on which it was drawn, Aksarben Property Management may require Resident to pay all balances due and future payments in certified funds.

**Resident Benefits Package:** Included with **ALL** lease agreements with Aksarben Property Management is the **Resident Benefits Package**. Residents will receive the benefits listed below which are automatically included **for \$35.00 per month**.

- 1) **\$100,000 Resident Protection Benefit**
- 2) **\$10,000 Resident Bodily Injury Benefit**
- 3) **\$5,000 Resident Contents Benefit**
- 4) **No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.**

Benefit: Residents simply pay their rent plus the \$35.00 per month for an all-inclusive payment.

5) **Included Resident Portal for Maintenance, Payment Options, and Electronic Statements.** Benefit: Residents have free access to our Resident Portal to submit maintenance requests, pay online using all included payment options to include the automatic ACH option, and have access to electronic statements.

6) **Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.**  
Benefit: Residents receive the benefit of positive credit reporting for all on-time rental payments to TransUnion.

7) **24/7 Maintenance Hotline with Live Phone Support.**  
Benefit: Residents can reach a live person after hours for emergency maintenance concerns.

8) **One Time Returned Payment Fee Forgiveness.**  
Benefit: Aksarben Property Management will grant a one-time waiver of a returned ACH or Check payment fee.

9) **NEW!!! \*Free Lockbox Move In\***  
Benefit: Go directly to your new home to move in! No need to come to our office.

**Frequently Asked Questions:**

**Can I opt out of this Resident Benefits Package?** Yes – But only the Insurance Portion. Aksarben Property Management is providing the Resident Benefits Package to all Residents. The included insurance coverage is under Aksarben Property Management as a Master Policy and applied to each home under management. Residents receive the benefits of the coverage without applications, credit checks, or billing arrangements.

**What if I have my own Renters Insurance coverage?** The **Resident Benefits Package** will apply to all homes and Residents under the Aksarben Property Management Master Policy. **Residents may opt-out of the insurance** portion of this program by showing proof of Renter's Insurance with coverage of at least **\$5,000, and naming Aksarben Property Management as ADDITIONALLY INSURED for a cost difference savings of \$12 per month.**

**In the event of a claim:** Residents may visit [www.YRIG.com](http://www.YRIG.com) to complete a claim request.

**6.1 METHOD OF PAYMENT**

Resident will pay all rent by: cashier's check, electronic payment, money order, ACH via online Resident portal, or personal check.

**DO NOT SEND RENT PAYMENT CHECKS VIA US MAIL!**

All rent payments must be received by Landlord on or before the 1<sup>st</sup> day of Each Month. Partial payments will not be accepted. **NO CASH IS ACCEPTED!**

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

**6.2 CHARGES DUE AT LEASE SIGNING**

- A. Security Deposit: \$ \_\_\_\_\_
- B. First Month's Rent: \$ \_\_\_\_\_
- C. \*Pro-Rated Rent: \$ \_\_\_\_\_
- D. Monthly Animal Fee: \$ \_\_\_\_\_
- E. Animal Processing Fee: \$ \_\_\_\_\_
- F. Resident Benefits Package: \$ \_\_\_\_\_
- G. Other Fees: \$ \_\_\_\_\_
- H. Lease Fee: \$95.00
- I. Preferred Resident Program: \$ \_\_\_\_\_  
SDRI (Security Deposit Replacement Insurance)

**Total Due at Lease Signing: \$** \_\_\_\_\_

**6.3 SUMMARY OF MONTHLY CHARGES**

- J. Monthly Rent: \$ \_\_\_\_\_
- K. Resident Benefits Package: \$ \_\_\_\_\_
- L. Preferred Resident Program: \$ \_\_\_\_\_  
SDRI (Security Deposit Replacement Insurance)
- M. Monthly Animal Fee: \$ \_\_\_\_\_

**Total Monthly Payment: \$** \_\_\_\_\_

**6.4 SCHEDULED RENT INCREASE**

Rent **WILL NOT** increase during the initial term of this lease agreement as indicated in Paragraph 3.

Rent **WILL** increase to \_\_\_\_\_ with the first increased rent payment due on \_\_\_\_\_.

Continued Monthly Animal Fee: \$ \_\_\_\_\_.

Continued Resident Benefits Package: \$ \_\_\_\_\_.

Total Monthly Payment: \$ \_\_\_\_\_.

Resident **IS** Charged a \$95 Renewal Fee.

Resident **IS NOT** Charged a \$95 Renewal Fee.

**7. LATE CHARGES**

If Aksarben Property Management **does not actually receive** a rent payment in the full amount at the designated place of payment by the **5<sup>th</sup> day of each month** no later than 11:59 PM (through the Resident portal only), Resident will pay Aksarben Property Management , **A late charge equal to \$ 1 0 0 , a n d \$ 2 0 per day until paid.**

**RETURNED PAYMENT**

Resident will pay Aksarben Property Management \$85.00 for each payment Resident tenders to Aksarben Property Management which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Aksarben Property Management receives full payment. If Resident incurs TWO (2) or more Non-Sufficient Fund returned payments, Resident will no longer be allowed to make electronic payments and must submit any further payments in certified funds only.

**8. APPLICATION OF FUNDS**

Regardless of any notation on a payment, Aksarben Property Management may apply funds received from Resident first to any non-rent obligations of Resident, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

**A. SERVING NOTICES**

A \$85.00 charge will be assessed for each Notice to Vacate served or posted to the home for any reason.

**B. CREDIT REPORTING AND COLLECTIONS**

If Resident fails to fulfill the terms and obligations set out within this lease, a negative credit report reflecting the Resident's credit may be submitted to all credit reporting agencies.

**If any excess security deposit deductions or end of lease charges are not paid in full within 10 days of written demand, Resident will be placed into collection attempts from a 3<sup>rd</sup> party.**

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 9. UN-AUTHORIZED ANIMALS

Check this box if NO animals are authorized in this lease.

Unless the parties agree otherwise in writing, Resident may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

If Resident violates this Paragraph 9 or any agreement to keep an animal on the Property, Aksarben Property Management may take the following action:

- A. Declare Resident to be in default of this lease.
- B. Charge Resident, as an additional administrative fee, an equal amount to **One Month's Rent payable to Aksarben Property Management** to be applied as an additional animal fee. In addition, the Resident will be charged \$10 per day thereafter per animal for each day Resident violates the lease agreement.
- C. Remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Resident of Manager's intention to remove the unauthorized animal.
- D. Charge the Resident the total cost to remove any unauthorized animal, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized animal.

### 10.1 AUTHORIZED ANIMALS

Check this box if animals are authorized in this lease. Resident may keep the following Animal(s) on the Property.

TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ AGE: \_\_\_\_\_

GENDER: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ COLOR: \_\_\_\_\_

TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ AGE: \_\_\_\_\_

GENDER: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ COLOR: \_\_\_\_\_

TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ AGE: \_\_\_\_\_

GENDER: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ COLOR: \_\_\_\_\_

**One Time Animal Processing Fee:** \_\_\_\_\_.

**Total Monthly Animal Fee:** \_\_\_\_\_.

**Any approved restricted breed animals will incur an additional charge of \_\_\_\_\_.** A separate **Dog Liability Insurance Policy naming Aksarben Property Management as "Additional Insured" must be presented prior to move in.**

Resident will allow for a yearly animal inspection of the home.

Resident may not substitute any other animal from the list above without written consent from Aksarben Property Management.

### 10.2 ANIMAL RULES

Resident must comply with the following:

A. Take all reasonable action to insure any animal does not violate the rights of other persons.

B. Comply with all applicable statutes, ordinances, restrictions, homeowner's association rules, or other enforceable regulations regarding any animal.

C. The animal at all times must have current rabies shots and licenses required by law.

D. Confine any animal that is a dog or cat, when outside, by fences or on leashes under Resident's control.

E. Promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks.

**Access:** Resident must remove or confine any animal at any time that the animal is likely to limit or prohibit Aksarben Property Management or other person's access to Property in its entirety as permitted by the lease.

**Liability:** Resident is responsible and liable for the entire amount of any damage to the Property or any item in the property, any personal injuries to any person, and any damage to any person's property caused by any animal. This provision applies to all parts of the home to include carpets, drapes, doors, walls, wallpaper, windows, screens, furniture, and appliances as well as landscaping or any other improvements. If an item may not be satisfactorily cleaned, Resident will pay for the replacement cost.

**Assistance, Service, or Emotional Support Animals:** When allowed by applicable laws, we may require written verification on or make other inquiries regarding the disability-related need for assistance, service, or emotional support animals for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for an authorized assistance, service, or emotional support animal. Except as provided by law, all other provisions of this lease apply.

**Fraudulent Assistance, Service, or Emotional Support Animals:** Should it be determined that a Resident or Occupant of the Property has allowed an animal to occupy the home under false terms or fraudulent proof as an Assistance, Service, or Emotional Support Animal, Resident shall incur a \$5,000 fee payable to Aksarben Property Management, per animal, under this provision.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

Move Out: Resident will pay any reasonable costs that are necessary to clean, deodorize, de-flea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, and landscaping.

### 10.3 ANIMAL INDEMNIFICATION

Resident will protect, defend, indemnify, and hold Owner, Aksarben Property Management, and Aksarben Property Management agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Resident.

### 11. PREFERRED RESIDENT / SECURITY DEPOSIT

**Preferred Resident Program:** As an approved applicant to this program, Resident agrees to pay a **monthly fee of \$\_\_\_\_\_** in lieu of a Security Deposit. This provision does not alleviate Resident of any liability for damages incurred. This is an optional program in lieu of placing an all up front refundable security deposit with Aksarben Property Management.

For any damage to the home above fair wear and tear after Aksarben Property Management conducts a final inspection, an itemized final bill will be presented to the outgoing Resident for immediate payment in accordance with this lease agreement.

Resident agrees to pay for damages above normal fair wear and tear by authorizing Aksarben Property Management to charge the outgoing Residents bank account after move out for the maximum amount equivalent to one month's rent.

Resident may elect to terminate the fee in lieu of a deposit and instead deposit ONE Month's rent as a refundable security deposit at any time. The Deposit shall be due upon notice of termination. Any prior monthly payments are considered non-refundable.

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

**Security Deposit:** At execution of this lease agreement, Resident will pay a security deposit to Aksarben Property Management in the amount of \$\_\_\_\_\_ by certified funds **only** to include Cashier's Check, Money Order, or bank wire.

### NOTICES ABOUT SECURITY DEPOSITS

**Commencement of Lease Agreement:** At the signing of this document, the security deposit will be governed in accordance to this lease agreement and Nebraska property code. In the event the Resident does not take occupation of the home, the security deposit, and all associated fees with this lease will be forfeited to Aksarben Property Management.

**Interest:** No interest or income will be paid to Resident on the security deposit. Aksarben Property Management may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Aksarben Property Management.

**Refund:** Resident must give Aksarben Property Management at least thirty (30) days written notice of surrender before Aksarben Property Management is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Residents named in this lease.

Nebraska Property Code provides that a Resident may not withhold payment of any portion of the last month's rent on grounds that the security deposit is meant for unpaid rent.

The Property Code does not obligate Aksarben Property Management to return or account for the security deposit until the Resident surrenders the Property and gives Aksarben Property Management a written statement of the Resident's forwarding address, after which Aksarben Property Management has 30 days in which to account.

### DEDUCTIONS FROM SECURITY DEPOSIT

Landlord may deduct reasonable charges from the security deposit for damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property to include the following provisions:

- A. Full term of lease or renewable lease term has been completed and fully complied with.
- B. At least 30 days written notice prior to the anniversary / renewal date was presented.
- C. No damage left to the property or its contents beyond normal wear and tear.
- D. The entire property to include appliances, bathrooms, closets, walls, windows, garages, and carpets or other flooring surfaces cleaned.
- E. Replace any burnt out or missing light bulbs, replace HVAC Air Filters and add salt to the water softener.
- F. Mow, Edge, and Maintain the yard (if yard is not in an Owner's Association)
- G. There is no balance of outstanding fees, charges, delinquent rents or unpaid utilities.

& Owner or Owner's Representative: \_\_\_\_\_

Residents: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

- H. Removal of all unauthorized locks or fixtures installed by Resident.
- I. A forwarding address has been provided to the Landlord in writing.
- J. Surrender of all keys, gate remotes, or garage remotes to the Landlord.

If Resident is in default, Resident will incur all attorney's fees, costs of court proceedings, costs to re-lease the home, and any unpaid charges or fees.

### FINAL ACCOUNTING INSPECTION FEE

Resident will incur a \$45.00 Final Accounting Inspection fee upon surrendering the property to Aksarben Property Management. This fee covers the in person and written inspection reports, pictures, detailed accounting, documentation, archiving, and mail service associated with the security deposit refund or the final billing procedures for preferred Residents.

### MOVE OUT PROCEDURES

All Residents must provide Aksarben Property Management a 30-day written notice of their intentions to not renew their lease agreement. The 30-day notice is effective on the last day of the month following the month in which the notice is given. Aksarben Property Management is not obligated to prorate rent even if Resident surrenders the Property before the termination date.

**Key Box:** A key box may be placed onto the home to access for approved showings.

**Turnover of Keys:** All keys and garage or gate remotes must be surrendered to Aksarben Property Management at the time Resident vacates the home. Rent will not stop being charged until possession of the home is turned over to Aksarben Property Management.

**ACH Payments:** Any automatic ACH payments set up by the Resident must be turned off prior to vacating the home. Failing to turn off the automatic ACH payment feature will lead to the Resident paying an additional month of rent which can only be refunded after funds have cleared. There is a \$85.00 charge to account and refund an accidental rent payment.

**Move Out Instructions:** Further move out instructions are posted on the company website and should be referenced as part of this lease agreement.

## 12. UTILITIES

Resident will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example: electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

Unless provided by Aksarben Property Management, Resident must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

**Notice: Before signing this lease, Resident should determine if all necessary utilities are available to the Property and are adequate for Resident's use**

## 13. USE AND OCCUPANCY

**Occupants:** The only persons Resident may permit to reside on the Property during the term of this lease are (include names and ages of all occupants):

**Phone Numbers and E-mail:** Resident must inform Aksarben Property Management of any changes in Resident's phone numbers or email not later than 5 days after a change.

**Prohibitions:** Unless otherwise authorized by this lease, Resident may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Resident may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle;

(3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

### 13.1. OWNERS ASSOCIATION

The Owner will pay all required payments to the Owners Association in accordance with the by-laws and covenants associated with that Property. Resident must comply with any Owners' Association rules or restrictive covenants affecting the Property. Resident will reimburse Owner for any fines or other charges assessed against Owner for violations by Resident of any owners' association rule or restrictive covenant.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

**Non-Compliance:** If Resident violates and is given notice of any Owners Association non-compliance issues to include regulations, covenants, or restrictions an administrative fee will be paid to the Landlord of \$85.00, plus any costs incurred, in addition to any incurred fine imposed by the Association.

**Optional Association Fees:** Landlord is not obligated to pay any non-mandatory or user fees for Resident's use of any common areas or facilities. Example: an optional pool fee.

*It is the responsibility of the Resident to seek out information regarding the rules and regulations associated with living in a home governed under a HOA.*

### 14. PARKING AND VEHICLE RULES

All vehicles parked on the property must be currently licensed, registered, operational and properly parked. Resident agrees to abide by all parking rules established by Landlord or Owners Association rules. No trailers, vehicles on blocks, motorcycles, boats, RV's, or commercial vehicles are allowed on the property without Landlord's prior written approval. Resident is not to repair or disassemble vehicles on the property. Any unauthorized vehicles may be towed at Resident expense. Resident is allowed the following vehicles:

### 15. ACCESS

**Advertising:** Aksarben Property Management may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the last 30 days of this lease or during the last 30 days of any lease renewal period. Aksarben Property Management may take interior and exterior photographs and or video images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

**Access:** Before accessing the Property, Aksarben Property Management or other licensed agents will attempt to first contact Resident for prior approval, but may enter the Property at reasonable times without notice to make emergency repairs.

**Trip Charges:** If Aksarben Property Management or other licensed agents have made prior arrangements with Resident to access the Property and are denied or are not able to access the Property because of Resident's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Resident, pet, or security device prohibiting access to any area of the Property), Aksarben Property Management may charge Resident a trip charge of \$85.00.

### WITHDRAWAL OF ACCESS

Resident may withdraw Resident's authorization to place a key box on the Property by providing written notice to Aksarben Property Management and paying a fee of **One Month's Rent** as consideration for the withdrawal. No showings of the home will be permitted during this time to coincide with Resident's written notice to vacate the Property.

If Aksarben Property Management or other licensed agents are denied or are not able to access the Property after first attempting to contact Resident, Aksarben Property Management may charge Resident \$85.00 per incident.

### 16. MOVE-OUT CONDITION

**Move-Out Condition:** When this lease ends, Resident will surrender the Property, normal wear and tear accepted. Resident will leave the Property in a clean condition free of all trash, debris, and any personal property.

**Definitions:**

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

"Surrender" occurs when all occupants have vacated the Property, in manager's reasonable judgment, and the date in which the Resident specifies as the move out date in a written notice has passed – or – the Resident returns keys and access devices that Aksarben Property Management provided to Resident under this lease.

"Abandonment" occurs when all of the following occur: All occupants have vacated the Property, in managers reasonable judgment; Resident is in breach of this lease by not timely paying rent; and Aksarben Property Management has delivered written notice to Resident, via courier by affixing it to the outside of the main entry door, stating that Aksarben Property Management considers the Property abandoned, and Resident fails to respond to the affixed notice by the time required which will be one calendar day from the date of notice.

**Personal Property Left After Move-Out:** If Resident leaves any personal property in the Property after surrendering or abandoning the Property Aksarben Property Management may dispose, store, or sell such personal property.

Resident must reimburse Aksarben Property Management all reasonable costs for packing, removing, storing, and selling any personal items left in the Property after surrender or abandonment.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 17. PROPERTY MAINTENANCE

At time of Move In – Residents have had the opportunity to fully inspect the property and accepts the condition of the property “As-Is”.

**Resident’s General Responsibilities:** Resident, at Resident’s expense, must:

- A. Keep the Property clean and sanitary.
- B. Supply and change heating and air conditioning filters at least once a month.
- C. Supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality).
- D. Maintain appropriate levels of necessary chemicals or matter in any water softener.
- E. Take immediate action to promptly eliminate any dangerous conditions on the Property.
- F. Replace any lost or misplaced keys.
- G. Pay any periodic, preventive, or additional extermination costs desired by Resident, including treatment for bed bugs, unless otherwise required by law.
- H. Know the location and operation of the main water cut-off valve, and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage.
- I. Promptly notify Landlord, in writing, of all needed repairs.

**Deductions of Repair Costs From Monthly Rent:** At no time during this lease agreement will the Resident be allowed to deduct un-authorized repair expenses from the monthly rent.

#### 17.1 YARD MAINTENANCE

Owner, **at Owner’s expense**, will maintain the yard. Resident will permit contractor’s reasonable access to the yard and will remove any animals from the yard at appropriate times.

Resident, **at Resident’s expense**, will maintain the yard as defined in this paragraph. In the event Resident fails to maintain the yard causing it to die or suffer damage, Resident shall be responsible for the cost of replacement.

**YARD:** This means all lawns, shrubbery, bushes, flowers, gardens, rocks , trees under 8 foot high, or other landscaping and foliage on or encroaching on the Property. This does not include common areas maintained by an owners' association.

**MAINTAIN THE YARD:** Mow, Fertilize, Trim, Control Pests, Control Weeds, Turn Mulch, and Trim Hedges & Bushes.

Resident is not obligated to perform any trimming of trees taller than 8 foot high on or adjoining the property.

**WATERING:** Resident will water the yard at reasonable times as allowed per current local water use guidelines. Resident will be responsible to ensure lawn watering systems are left intact and are working as intended.

**FORCE MAINTENANCE:** Should Resident receive two or more HOA violation letters indicating the yard fails to meet the neighborhood guidelines, Manager may implement monthly routine lawn maintenance at Resident expense.

#### 17.2 POOL MAINTENANCE

Any property with a swimming pool, either above ground or in ground, will be maintained by Aksarben Property Management at Owner Expense. Resident must allow access per arranged times and will be liable for any incurred trip charges of \$85.00 per incident for failing to allow for access to the yard or failing to restrict animal access to yard at time of servicing.

#### 17.3 PROHIBITIONS ON MAINTENANCE

**Prohibitions:** If Resident installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Unless otherwise approved in writing, **Resident May Not:**

- A. Remove any part of the Property or any of the Landlord’s personal property.
- B. Remove, change, add, or rekey any locks.
- C. Make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock.
- D. Permit any water furniture on the Property.
- E. Install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems.
- F. Alter, replace or remove flooring material, paint walls, or install wallpaper.
- G. Install, change, or remove any fixture, appliance, or non-real-property.
- H. Keep or permit any hazardous material on the Property such as flammable or explosive materials.

Residents: \_\_\_\_\_

& Owner or Owner’s Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

- I. Keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased.
- J. Dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property.

**Failure to Maintain:** If Resident fails to comply, Landlord may exercise any remedies necessary under this lease agreement to perform whatever action required to bring the Resident into compliance. Resident must immediately reimburse Landlord the reasonable costs incurred plus any administrative or attorney’s fees assessed by Landlord.

**Smoking:** Smoking by Resident, Resident’s guests, family, or any occupants is not permitted on the Property including the garage and covered patios. If evidence of smoking is found on the property, Resident may be deemed to be in default.

### 18. REPAIRS

**Routine Repair Requests:** All requests for repairs must be **in writing** and delivered to Aksarben Property Management. If Resident is delinquent in rent at the time a repair notice is given, Aksarben Property Management is not obligated to make the repair.

<https://account.rentvine.com>

**Emergency Repair Requests:** In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary Resident, Resident may call the property manager.

**AFTER HOURS EMERGENCY MAINTENANCE HOTLINE:**

**CALL: (402) 527-4471**

#### 18.1 COMPLETION OF REPAIRS

Resident may not repair or cause to be repaired any condition, regardless of the cause, without Aksarben Property Management permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord sole discretion.

Aksarben Property Management is not obligated to complete a repair on a day other than a business day unless required to do so by the Nebraska Property Code.

#### 18.2 OWNER HOME WARRANTY

The decision to employ the services of a 3<sup>rd</sup> party Home Warranty is solely up to the Homeowner. Aksarben Property Management makes no claim or guarantees of service with a 3<sup>rd</sup> party Home Warranty provider on behalf of the Owner for service requests with their home. This paragraph will serve as notice that the Owner may currently carry, or will carry, a Home Warranty plan with a 3<sup>rd</sup> party provider.

#### 18.3 PAYMENT OF REPAIR COSTS

Except as otherwise specified in this lease, Aksarben Property Management will pay to repair or remedy conditions in the Property in need of repair if Resident complies with the procedures for requesting repairs as described in this Paragraph. This includes, but is not limited to, repairs to water heaters, water penetration from structural defects, or heating and air conditioning systems.

Aksarben Property Management will NOT pay to repair the following items unless caused by Owner’s negligence or conditions caused by Resident, an Occupant, or any guest or invitee of Resident: damage to doors, windows, and screens; damage from windows or doors left open; damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; items that are considered cosmetic in nature with no impact on the functionality or use of the home.

**Non-Real Property Aksarben Property Management Will Not Repair:**

The following specific items or appliances that may be non-real property attached with the home will not be repaired by Aksarben Property Management or landlord.

**Trip Charges and/or Un-Necessary Work Order Charges:**

Residents will be charged a \$85.00 trip charge from Landlord in addition to any vendor trip charges when a repair person is unable to access the Property with Resident to complete a requested repair, or if the requested repair is unable to be identified with a repairman on site.

Residents: \_\_\_\_\_

& Owner or Owner’s Representative: \_\_\_\_\_

**19. SECURITY DEVICES AND DOOR LOCKS**

The Nebraska Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions):

(1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door. Aksarben Property Management will arrange the property to be re-keyed and brought under full compliance of all these guidelines within 7 days after occupation of the property.

**Request to Re-Key Home:** All notices or requests by Resident for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Resident must be paid by Resident in advance.

If Resident vacates the Property in breach of this lease, Aksarben Property Management may deduct from the security deposit reasonable costs incurred to rekey security devices authorized by the property code.

**20. SMOKE ALARMS**

The Nebraska Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm may subject Resident to civil penalties and liability for damages and attorney fees.

**21. LIABILITY**

Aksarben Property Management is not responsible to Resident, Resident's Animals, Resident's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, any Resident animal attack incidents, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants or other occurrences or casualty losses.

Resident will promptly reimburse Aksarben Property Management for any loss, property damage, or cost of repairs or service to the Property caused by Resident, Resident's guests, any occupants, or any approved animals.

**22. HOLDOVER**

If Resident fails to vacate the Property at the time this lease ends Resident will pay Aksarben Property Management rent for the holdover period and indemnify Aksarben Property Management and prospective Residents for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

**23. SUBORDINATION & SUB-LEASE**

This lease and Resident's leasehold interest are and will be subject, subordinate, and inferior to any Aksarben Property Management liens.

The Resident is not permitted at any time to sub-lease the home without express written permission from Aksarben Property Management.

**24. ASSIGNMENT**

This lease and tenancy may become subject to assignment by Landlord in the event of a Landlord or Management Company organizational change.

Resident may not assign this lease agreement without written permission from the Landlord subject to application fees and lease modification fees with optional approval by Landlord.

**25. LEASE NULLIFICATION**

This lease agreement is a proprietary document licensed solely for the use of Owners under property management services with Aksarben Property Management. In the event Aksarben Property Management no longer manages the home on behalf of the Owner this lease agreement, and all terms associated with it, will become null and void upon written notification being sent to all parties of the change in management. This does not exclude sales where title to the home is conveyed to a buyer.

**26. ATTORNEY'S FEES**

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

## 27. DEFAULT BY RESIDENT

**Resident Default:** If Resident fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Resident will be in default and Aksarben Property Management may terminate Resident's right to occupy the Property by providing Resident with at least a **30 day written notice** to vacate.

**Unpaid Rents:** All unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand

**Resident Liability:** Resident will be liable for:

- A. Any lost rents to include cost of re-leasing the Property for any re-leasing fees, advertising fees, utility charges, and other fees necessary to re-lease the Property.
- B. Repairs to the Property for use beyond normal wear and tear.
- C. All costs associated with eviction of Resident, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest.
- D. All costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and any administration fees.
- E. Any associated costs of re-keying the Property in accordance with Nebraska Property Code.

Aksarben Property Management will attempt to mitigate any damage or loss caused by Resident's breach by attempting to release the Property to acceptable Residents and reducing Resident's liability accordingly.

**Lease Reinstatement Fee:** If Resident is found to be in default of this lease agreement and pursues options to remain in the home, Landlord will charge a \$250 Lease Reinstatement Fee.

## 28. EARLY TERMINATION - INVOLUNTARY

This lease begins on the Commencement Date and ends on the Anniversary date unless automatically renewed, extended by written agreement, or terminated under Resident default. Resident is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-Residents, changes in health, purchase of property, or death.

Residents may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses with adequate court or law enforcement documentation.

**Military:** If Resident is or becomes a service member or a dependent of a service member, Resident may terminate this lease by delivering to Aksarben Property Management a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days.

Military Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Nebraska Property Code governs the rights and obligations of the parties under this paragraph in addition to:

**SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1**

**Family Violence:** Resident may terminate this lease if Resident provides Aksarben Property Management with a copy of a court order described under the Nebraska Property Code protecting Resident or an occupant from family violence committed by a co-Resident or occupant of the Property. If the family violence is committed by someone other than a co-Resident or co-occupant of the Property, Resident must give a **30 day** written notice of termination.

**Sex Offenses or Stalking:** Resident may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Resident provides Aksarben Property Management with the documentation required by Nebraska Property Code.

## 28.1 EARLY TERMINATION - VOLUNTARY

**OPTION ONE – Replacement Resident Option:** In the event a Resident may request an early lease termination, Resident may request Landlord to seek an approved replacement Resident and must strictly adhere to ALL of the following procedures:

**NOTE: Landlord is not obligated to attempt to find another Resident in accordance with this paragraph.**

ONE - Resident must pay the early termination fee equivalent to One HALF Month's Rent plus a \$200 Admin Fee.

TWO - Resident must specify a move out date.

THREE - Upon receipt of payment, Landlord will begin to advertise the property in the attempts to locate a replacement Resident at terms equal to or acceptable to Landlord per the current lease agreement.

FOUR - Any replacement Resident must, in Landlord's discretion, be acceptable as a Resident and must sign a new lease agreement with terms not less favorable to Landlord than this lease.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

FIVE - Resident will continue to pay the agreed to monthly rent, and all utilities, until a replacement Resident is located and a new lease agreement is executed.

SIX - Resident will vacate the home on or before the specified date given for their early move out. All security deposits are then subject to the guidelines contained in this lease.

**OPTION TWO - Optional Buyout Program:** In the event of a voluntary early lease termination, Resident may request an optional buyout of the remaining lease agreement terms. This program is offered under the sole discretion of Landlord approval with strict compliance.

ONE - Resident will pay Landlord the early termination fee equivalent to One HALF Month's Rent plus a \$200 Admin Fee.

TWO – Resident will pay an additional two month's equivalent of rent as a Landlord Admin Fee prior to vacating the home.

THREE – Landlord will amend this lease agreement to end 60 days from the time of surrender.

\*Residents will be allowed to pro-rate monthly rent allowing them to vacate as soon as possible.

\*\*All security deposits are then subject to the guidelines contained in this lease.

**29. REPRESENTATIONS**

Resident's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Resident makes a misrepresentation in this lease or in an application for rental, Resident is in default.

**30. ADDENDA**

Incorporated into this lease are the following addenda. Aksarben Property Management may amend the Rules and Regulations as part of this lease agreement with written notice.

- Move-In Procedures and Lockbox Access
- Sight Un-Seen Addendum
- Lead Based Paint
- Agency Form

**31. SPECIAL PROVISIONS**

**32. AGREEMENT OF PARTIES**

**Entire Agreement:** There are no oral agreements between Aksarben Property Management and Resident. This lease contains the entire agreement between all parties.

**Binding Effect:** This lease is binding upon and insures to the benefit of the parties to this lease and their respective heirs, executors, administrators, or successors.

**Severable Clauses:** Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

**SEX OFFENDERS:** Landlord does not agree to rent, lease, or otherwise grant any occupancy or residency to sexual offenders or sexual predators. This includes any residency, either as Residents themselves or guest of our Residents for any duration, including long term or short term residency. If any Resident or Occupant should become a registered sex offender, or sexual predator in any state or nations by a government authority, Resident must notify Landlord in writing within one business day and all Residents must adhere to the following terms:

- A. All Residents agree to voluntarily vacate the property when given a 7-day notice by Landlord that a Sexual Predator has occupied the property.
- B. The security deposit shall be forfeited as liquid damages. Resident waives notice from Landlord for any claims to a security deposit.
- C. Resident shall be responsible for the cost of re-leasing the property and for any losses suffered by the Landlord including lost rent, leasing fees, advertising fees, attorney's fees, court costs, and any other costs as a result of the vacancy of enforcing this lease.

**33. INFORMATION**

**Services to Home:** It is Resident's responsibility to determine, before signing this lease if all services such as utilities, connections, schools boundaries, and transportation are accessible to or from the Property and such services are sufficient for Resident's needs and wishes.

**Owners Home Mortgage:** Aksarben Property Management, a party to this lease agreement, has no knowledge of whether the Owner is delinquent in the payment of any lien against the Property.

**Request for Rental Payment History:** Aksarben Property Management is not obligated to respond to any requests for Resident's rental and payment history from a mortgage company or other prospective landlord / property manager until Resident has paid the \$45.00 payment history charge. Resident must not be breach of lease at the time.

Residents: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

