



LEASE AGREEMENT

This is a legally binding agreement. If not understood, seek legal advice.

EQUAL HOUSING OPPORTUNITY. Salt Valley Property Management does business in accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, national origin, sex, religion, familial status, marital status or disability in the rental of housing. If you feel you were denied, or subjected to different terms or conditions for, rental, on the basis of prohibited discrimination, you may contact the Commission on Human Rights at (402) 441-7624.

Jeff Graham is the General Manager and part owner of Salt Valley Property Management LLC, and is a licensed real estate broker in the State of Nebraska.

1. This lease agreement is entered between Salt Valley Property Management LLC (herein Landlord) and _____
 _____ (herein Tenant),
 dated _____.

2. (Tenant Initials) _____ / _____ Tenant acknowledges having received a copy of the City Of Lincoln’s Tenant Brochure entitled, “A Guide to Landlord & Tenant Responsibilities.”

3. **Insurance, Subrogation and Waiver:** Tenants are **REQUIRED** to obtain a Tenants’ insurance policy (renters insurance) to cover damage to, or loss of their positions, as well as to landlord’s property resulting from their negligence. Initials _____
 - a. Proof of insurance will be required by providing a copy of the declaration page.
 - b. Salt Valley Property Management LLC (SVPM) will need to be named as an additional insured entity as Landlord for liability purposes on your renters insurance during your residency with SVPM.



- c. SVPM require a minimum of \$300,000.00 liability insurance.
 - d. All property of every kind and nature belonging to the Tenant or Tenant's guest and invitees which may be in or about the dwelling unit shall be at risk and responsibility of the Tenant and the Landlord shall not be liable for damage thereto for theft, misappropriation, or loss thereof.
 - e. The Tenant releases Landlord and their insurers from liability for any damages to Tenant's property which may be in or about the dwelling unit. Tenant hereby waives any right of recovery which it might otherwise have against the Landlord, its agents, servants, and employees for property damage or loss occurring to Tenant's property in the Premises, to the extent that such loss or damage is of the nature of kind which is covered or coverable by renter's insurance policies regardless of whether, or in what amounts, such insurance is now, or may hereafter be, carried by Tenant, and all such Tenant's policies shall contain a provision containing a waiver by the insurance carrier of the right of subrogation.
 - f. Owner has the right to subrogate for costs of tenant caused damages to the tenant and or the tenants' insurance policies if any.
4. **Term and Rent:** Rent is due on or before the first day of each month **WITH NO GRACE PERIOD**. All rent mailed must be postmarked on or before the first day of the month to avoid a late fee. Cash or postdated checks will not be accepted. Rent payments and any notices may be placed in the rent drop box or mailed to:

**Salt Valley Property Management LLC
P.O. Box 22292, Lincoln, NE 68542**

Landlord grants to Tenant the right to occupy the dwelling unit commonly known as (address) _____
for a period of 12 months, commencing on (date) _____ and terminating on (date) _____, with a rental payment of \$ _____ and a like amount to be paid on or before the first day of each month during the term of this agreement.

5. **Late Fee:** Rent is due on or before the first day of the month **WITH NO GRACE**



PERIOD. All rent mailed must be postmarked on or before the first day of the month to avoid a late fee. Late charges on overdue rent will be assessed at \$30.00 per month. This charge is due immediately.

6. **Returned Checks:** A \$30.00 charge will be assessed for each returned check. These charges are due immediately. Salt Valley Property Management may also require Tenant to pay future rent by money order or certified check due to any returned personal checks.
7. **Notice to End the Lease:** Either party may end this lease at the end of the original term, or any renewal term, by written notice, signed by the instigating party.
 - a. Landlord or Tenant must give this written notice at least 30 days before the date of the end of the lease.
 - b. The notice must be delivered by hand or U.S. Mail, postage pre-paid. No email, text, or phone notifications will be accepted.
 - c. Tenant agrees to pay the last month's rent on the 1st as is usual.
 - d. Tenant agrees to turn in keys, in person, to Landlord.
8. **Renewal:** In the event that no lease renewal offer is made by the Landlord to the Tenant, the lease will renew automatically, and all conditions and terms of this lease will remain in effect on a month-to-month basis. This paragraph does not apply if the Landlord or Tenant has given notice to vacate, or terminate the lease.
9. **Breaking the Lease Early:** If Tenant breaks the lease before the lease end date:
 - a. Tenant agrees to provide a written 30 day notice to vacate.
 - b. The notice must be delivered by hand or U.S. Mail, postage pre-paid. No email, text, or phone notifications will be accepted.
 - c. Tenant agrees to pay the last month's rent, or prorated rent.
 - d. Tenant agrees to turn in keys, in person, to Landlord, on the last day of occupancy.
 - e. Tenant agrees to all other applicable terms in the lease.
 - f. Tenant agrees to pay a penalty equal to 1 month's rent.



- i. Example 1, Tenant provides the written 30 day notice to vacate on January 1, with a move out date of January 31. Tenant pays January's rent plus a penalty equal to one additional month's rent. Rent and penalty will be due on January 1.
- ii. Example 2, Tenant provides the written 30 day notice to vacate on December 17th, with a move out date of January 17. Tenant pays January's prorated rent plus a penalty equal to one additional month's rent. Prorated rent and penalty will be due on January 1.
- g. Military personnel, called to active duty, are exempt from the early termination penalty based on the Federal Soldiers' and Sailors' Civil Relief Act.

10. **Security Deposit:** Upon execution of this lease, Tenant deposits the sum of \$_____ with Landlord as security for the faithful performance by Tenant of the terms of this lease agreement. If this is a lease renewal, the security deposit is already paid and need not be paid again. The security deposit shall not be used to pay any rent or other charges while Tenant occupies the dwelling unit. The security deposit shall not be used to pay the last months rent. Upon termination of this Agreement, Landlord may apply the security deposit to the payment of damages to the property. The security deposit will be returned within 14 days after vacating. Landlord agrees to return the security deposit, less deductions, to Tenant without interest. Landlord will provide an itemized statement of such costs for damages, cleaning, and / or other charges.

11. **If Tenant Passes Away:** While we hope this will never be needed, we request the tenant provide the name and contact information of a person who is authorized by the tenant to enter the tenants dwelling unit to retrieve, and store the tenants personal property if the tenant dies. We will attempt contact with the authorized person within 10 days of the death. After the person contacts Salt Valley Property Management, the clocks start again with 20 days for them to claim and remove the property from the home or wherever it is being stored.

- a. Authorized person: _____



b. Phone number of authorized person: _____

12. Utilities and Appliances: Landlord provided utilities and appliances are indicated here

by an "x": Water Sewer Garbage Lawn care Snow removal

Refrigerator Stove/oven Dishwasher Disposer Microwave

Clothes washer & dryer Community clothes washer and dryer. All other utilities

and appliances are paid or supplied by the Tenant. Further, Tenant agrees to have required

utilities in the Tenant(s) name. The Tenant may not contract with service providers to add

cables within the apartment unit without written permission of the Landlord.

13. Keys and Garage Door Openers: Shared building door keys are licensed keys, and are not reproducible by the Tenant. Unit keys may be reproduced as you need them.

a. Due to the cost of the licensed keys, and rekeying the door locks, the Tenant shall be charged \$30 to replace each lost key. Initials _____

b. Resident may not add or change locks or security devices to the dwelling

c. The following number of keys have been issued to the Tenant:

Building Door _____, Apartment Door, _____, Mailbox, _____,

Laundry, _____, Clubhouse, _____,

Garage, _____, Garage door openers, _____

Move In Checklist: If this is the initial lease when you move in, the Tenant and an agent for Salt Valley Property Management will conduct a video survey of the apartment, on the day the keys are provided to the Tenant. This will establish the condition of the property when the Tenant takes possession of the unit. At move out, another video survey will be done by an agent for Salt Valle Property Management to establish the condition of the unit.

14. Occupancy of the Dwelling Unit: Tenant agrees not to assign this Lease Agreement or to sublet or transfer possession of the premises, not to give accommodations to boarders or lodgers without written consent from Salt Valley Property Management. Tenant further agrees not to use or permit use of the dwelling unit for any purpose other than as a



residential dwelling unit, solely for the Tenant and the follow authorized household members: _____

_____. Occupancy of the premises shall be limited to the maximum number of persons allowed by local building or zoning codes. Where such a limitation does not exist, the following restrictions shall apply:

| Apartments: | Family | Non-Family |
|----------------------------|--------------------------|-------------------|
| Efficiency | Two (2) Related People | Two (2) People |
| One Bedroom | Two (2) Related People | Two (2) People |
| Two Bedroom | Four (4) Related People | Three (3) People |
| Three Bedroom | Six (6) Related People | Three (3) People |
| Houses and Duplexes | | |
| Two Bedroom | Four (4) Related People | Three (3) People |
| Three Bedroom | Six (6) Related People | Three (3) People |
| Four Bedroom | Eight (8) Related People | Three (3) People |

*as promulgated by the Lincoln Municipal Code

15. **Housekeeping and Cleaning:** Residents must maintain the property in a clean condition. It is expected and required that:

- a. No animal feces or strong odors are present
- b. The tenant disposes of all rubbish, garbage, and other waste in a sanitary manner
- c. The apartment be keep free of insects and rodents
- d. It must not take more than two (2) hours to clean and remove debris from the apartment
- e. The floors are clear of clothing and any other debris that interfere with pest control efforts
- f. Bathrooms and kitchens to be thoroughly cleaned at least weekly



16. **Trash and Recycling:** Trash and recycling must be taken to the appropriate drop sites, and not stored outside your dwelling unit for any length of time. The Tenant is responsible for properly separating and disposing of your recyclables. Contact your city or county officials for current recycling guidelines. Some potential recyclables may include, but are not limited to: clothing, textiles, CFL lights, appliances, computer and TV equipment, holiday lights, oil, auto and other batteries, tree trimmings and scrap wood, metal objects, tires, and cardboard.
17. **Wood Work, Kitchen & Bath Cabinets:** No fasteners (nails, screws, tape, tack paper, etc.) may be affixed to any woodwork or doors within the apartment unit. You may place fasteners into the walls, except for tape. You may add rubber liners to cabinets as long as the liners do not have any kind of tape or stick backs.
18. **Ceilings:** No fasteners of any kind may be affixed to any part of the ceilings.
19. **Cables:** Tenant may not install cables within the apartment unit, nor contract with service providers to install cables within the apartment unit such as phone or cable TV.
20. **Satellite TV:** No satellite TV dishes may be installed anywhere on the building. No satellite dishes may be installed anywhere on the grounds without prior, written permission from Salt Valley Property Management.
21. **Maintenance:** Tenant may not make any modifications or repairs to the unit without written permission including but not limited to changes to plumbing, electrical, heating and cooling systems.
22. **Landscaping, Yard Care, and Snow Removal:** Regular landscaping and yard care, including mowing, edging, trimming, fertilizer, weed control, watering, and snow removal will be provided by Landlord. Tenant agrees to keep yards, walkways, patios and decks clear, and to keep premises free of junk and debris. Tenant agrees not to cut or

prune trees, hedges and shrubs, or to engage in any form of landscaping, yard work, or snow removal. Tenants may keep potted plants on decks, or hanging plants on decks where hangers are provided by the landlord.

23. **Water Beds:** No water beds are allowed in the dwelling units.

24. **Pets, Service and Companion Animals:** No pets are allowed without written consent from Landlord. Under the law, companion and service animals are not pets and are therefore treated differently. With companion or service animals, you agree to:

- a. Be responsible for the animal's behavior and be financially responsible for the actions of the animal at all times.
- b. Ensure the animal does not disturb the quiet enjoyment of the premises, regarding other tenants.
- c. Comply with all laws, regulations and rules governing animals.
- d. Properly house, care for, and feed the animal.
- e. Properly manage and dispose of all animal waste.
- f. Provide a collar or other means of identification of the animal which includes the owner name and a current phone number.
- g. Maintain any required vaccinations.

25. **Bed Bugs:** Tenant acknowledges that the Landlord is not aware of any bedbug infestations in the dwelling unit. Tenant shall inspect the dwelling unit prior to move-in for any existing infestation of bed bugs. If any infestation is discovered, Tenant shall immediately notify Landlord in writing, specifying the location of any infestation observed. Tenant claims that all furnishings and personal properties that will be moved into the premises are free of bedbugs. If this is a lease renewal, Tenant is not aware of any infestations of bed bugs in the dwelling unit, including any of the Tenants clothing, furnishings, and personal properties. Tenant shall immediately notify Landlord of any known or suspected bug infestations. More information regarding bed bugs may be found at the (CDC's) Centers for Disease Control's web site at

http://www.cdc.gov/nceh/ehs/publications/bed_bugs_cdc-epa_statement.htm.



26. **Garage / Storage:** No storage outside of the dwelling unit is provided. No publicly accessible areas within the apartment building, or on the apartment building grounds, are to be used for storage by Tenant. If applicable, Tenant shall pay the additional rent agreed upon for the exclusive use of a detached garage, storage facility, or other accessory improvement.
27. **Abandoned Items:** After Tenant moves out, any items left in the dwelling unit or on the premises shall be deemed abandoned and Landlord may remove, sell, or otherwise dispose of all personal or real property therein subject to the disposition of personal property Landlord Tenant Act.
28. **Grills:** No charcoal or propane grills are allowed to be used within 10 feet of the apartment building, fences, trees, or any other combustible construction on the apartment building grounds. No LP-gas containers shall be located on balconies or within 10 feet of combustible construction, regardless of the tank being empty. No storage of grills or LP-gas containers is allowed inside the dwelling unit. Please see the City of Lincoln Fire & Rescue Department web site for more information.
29. **Smoking:** Please note that all of our properties are smoke-free. If you smoke, we ask that you smoke outdoors, and away from the buildings. This means we are asking you to smoke on public sidewalks as a minimum distance from the buildings, and as a very much appreciated curtesy to people in and around the building. Smoking is prohibited on the exterior of the property, and in the interior of the premises, including units, stairwells, hallways, entrances, laundry rooms, storage facilities, attached garages, or other enclosed or common facilities. Smoking means the lighting of any cigarette, cigar, pipe, incense, or other smoking material or the possession of any lighted cigarette, cigar, pipe, incense, or other smoking material, regardless of its composition. If this prohibition is violated, tenant shall be responsible for all damages resulting from, including, but not limited to, fumigation, painting, and replacement of carpet or cloth window treatments. You may

also risk your tenancy. Again, please take smoking outside to the public sidewalks as a minimum distance from the buildings, and as a very much appreciated courtesy to people in and around the building.

30. Obligations of Tenant: Tenant shall:

- a. Use the property for residential purposes only
- b. Permit Landlord access to inspect/make repairs/conduct maintenance
- c. Not make any improvements or alterations to the property without written consent of Landlord
- d. Pay all utility charges which are the responsibility of Tenant when due
- e. Maintain the property in good and clean condition and repair
- f. Dispose of all ashes, rubbish, garbage and other waste in a sanitary manner and keep the property free of insects, mice, and other pests
- g. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other fixtures and appliances in a reasonable manner
- h. Test the smoke detectors monthly to ensure they are in working order
- i. Notify Landlord promptly of any repairs required to maintain electrical, plumbing, heating, appliances, or other services in working order
- j. Comply with all rules and regulations the landlord may adopt
- k. Give proper written notice of the intent to end the lease, with a minimum of a 30 day notice
- l. Surrender the property upon termination of this Agreement in as good condition as when Tenant took possession, except for ordinary wear and tear
- m. Return all keys upon termination of the lease
- n. Conduct themselves, and require other persons on the premises with Tenants consent to conduct themselves, in a manor that will not disturb Tenant's neighbors peaceful enjoyment of the premises
- o. Not commit or permit any waste or nuisance on the property, make any use of the property which is contrary to any law, regulation, or insurance policy covering the property, or which may be dangerous to persons or property

31. **Access to Property:** Tenant shall not unreasonably withhold consent to Landlord to enter the property to inspect, make necessary or agreed repairs, supply necessary or agreed services, or exhibit the property to prospective or actual purchasers, mortgagees, tenants, or workmen. Landlord may enter the property without consent of Tenant in case of emergencies. When practicable, Landlord shall give Tenant one day's notice of Landlord's intent to enter.
32. **Remedies:** Remedies for noncompliance with this Agreement shall be as permitted under the Nebraska Landlord Tenant Act. They may include termination upon 3 days notice for failure to pay rent or 14/30 day notice for failure to comply with other obligations under this Agreement.
33. **Crime Free:** Tenant and / or any member of the Tenant's household shall not engage in any criminal activity regardless of location, nor engage in any act intended to facilitate criminal activity. No guest of either Tenant or any of Tenant's household shall engage in any criminal activity, nor engage in any act intended to facilitate criminal activity, on the premises. Violation shall not require criminal conviction and may be based upon a reasonable belief of the criminal involvement. Salt Valley Property Management does not offer any security or police action. You must consult local law enforcement for these services.
34. **Vehicles:** Only vehicles such as automobiles, pickup trucks, or small vans that are specifically for personal use, and are in good working order, are authorized in the parking lots. Large commercial trucks, tractor trailer trucks, mobile homes, recreational vehicles, boats, jet-skis, three/four wheel ATV's, trailers, and vehicles that have been altered such as "big wheels" and the like are not acceptable. With the exception of reserved parking for the handicapped, parking is not assigned or reserved. There is no parking in front of the garbage areas. Vehicles parked more than 3 days may be towed at the owner's expense.

- a. No repair work to any vehicles is to be done in the parking lots
 - b. No parking is allowed on any part of the premises, other than parking lots or driveways. Parking on the grass for any reason (including move-in and move-out) may result in your vehicle being towed.
 - c. The Tenant releases Landlord and their insurers from liability for any damages to Tenant's vehicles which may be on, or about the property. Tenant hereby waives any right of recovery which it might otherwise have against the Landlord, its agents, servants, and employees for vehicle damage, or loss occurring to Tenant's vehicles on the Premises.
35. **Miscellaneous:** The paragraph headings in this Agreement are solely for convenience of reference and shall not modify the terms and conditions. The invalidation of any one of the provisions of this Agreement shall not affect the validity of the remaining provisions. This Agreement shall be binding upon the successors in interest of Landlord.



Tenant: _____ Date _____

Phone: _____ Email: _____

Tenant: _____ Date _____

Phone: _____ Email: _____

Tenant: _____ Date _____

Phone: _____ Email: _____

Tenant: _____ Date _____

Phone: _____ Email: _____

Landlord: _____ Date _____

