

# Rental Agreement and Deposit Receipt

Received from **Tenants** referred to herein as Tenant(s) the following:

Rent for the period <b>January 1 through January 31, 2011</b>	\$ <b>x,xxx.00</b>
Security Deposit (not considered prepaid rent) from	\$ <b>x,xxx.00</b>
Pet Deposit (not considered prepaid rent)	\$ <b>xxx.00</b>
Monthly Rent	\$ <b>Z,zzz.00</b>

The Tenant(s) wishes to rent from the Owner, Phillip Euler the premises commonly known as **Adressxxx, Lincoln, NE 68XXX** under the following terms and conditions sighted below in the Tenant Resistibilities:

TERM: Begins **Date 1, 201X** and on a month to month basis thereafter, until either party gives termination notice in writing as required below.

## Tenant Responsibilities:

Rent will be deposited directly into:

**Account aaccxaa##**

**Your Bank, Lincoln, NE,**

Please set up a direct deposit or when depositing in person write your name on the deposit slip before giving it to the teller. Keep the receipt for your records.

Owner Contact information:

**Ben** Phone: 402-xxx-xxx  
**Address** Emergencies only: Call 474-4759  
**Lincoln, NE, 685xx** ask for Ben

1. Rent is due on the First of each month. A \$20 late-payment penalty is due for rent received after the 5<sup>th</sup>; an additional \$2/day penalty if received after the 10<sup>th</sup>.
2. The Tenant is responsible for utilities and services such as snow removal around the premises, phone, and cable TV. The owner arranges and pays for garbage removal.
3. Megan is under contract with the owner to manage the property in return for reduced rent. Property Management services including the following:
  - ❖ Collect and deposit monthly rent for all tenants in the Union Bank Account noted above. Pay all owner approved expenses from Union Bank Account noted above.
  - ❖ Mow the lawn, trim bushes and do other lawn care services as needed to keep property neat and safe.
  - ❖ Do day to day maintenance and minor repairs such as clearing clogged drains, replacing light bulbs and batteries in smoke detectors, shampooing carpets, washing windows. Do painting of interior and exterior surfaces and other projects as jointly agreed to with the owner.
4. According to State Law, a 30-day notice is required of either the Tenant or the Owner/manager to terminate a rental agreement. The security deposit, with out interest, shall be returned to the Tenant if:
  - a. proper notice is given prior to vacating the dwelling;
  - b. the dwelling unit is in as good condition as when the Tenant took possession, except for ordinary wear;
  - c. all keys have been returned and premises are vacated and ready for inspection, There is a \$5 charge for each key not returned.
  - d. all rent and other fees and penalties have been paid in full
  - e. rent has been paid for 12 months from January 2005. The net of the security deposit shall be returned with in 45 days of last day of occupancy.
5. This house is to be used only as residence and occupied only by the Tenants apart of this and other concurrent agreements. No additional adults or children are permitted without the written approval of the Owner.

6. The tenant is responsible for all damages resulting from or as related to housing pets at the property.
7. Do not drive nails, screws or other fastener into doors, woodwork or paneling. A \$2 repair charge for each hole placed in doors, woodwork or paneling will be deducted from the deposit at the end of the lease. Tape and other adhesives can leave marks that are difficult to remove and should no be used. Slender nails designed for hanging pictures can be used on the walls, however a \$0.50 repair charge will be accessed for each nail hole left in walls at the end of the lease.
8. Ordinary wear is expected however damage, breakage beyond reasonable wear or from neglect is subject to reimbursement for repairs or replacement.
  - a. Do not let any materials such as grease or coffee grounds go down the drain.
  - b. Keep drain pans on the stove clean, washing them with dishes when food cooks over or they are soiled. Do not use steel wool or scouring pads on appliances.
  - c. Do not let water overflow in kitchen or bath.
  - d. Add "sewer root killer" or equivalent in the drains every 6 months to main line clogging. Do not use in-tank Toilet cleaning pellets or dispensaries because the chemicals damage the valve and flapper. In the bowl cleansers are OK to use.
  - e. Place garbage in sacks before putting it in the outside bin.
  - f. Clean the refrigerator at least once a month.
  - g. Weekly general cleaning is expected. Failure can result in cleaning charges at discretion of the Owner.
  - g. Call for repairs so problems can be taken care of before they can cause damage or run up utility bills. Report all leaking toilets and faucets.
  - h. Park only in designated parking areas only. Parking on the lawn or other inappropriate areas can result in lease termination and damage charges assessed.
9. There is a \$40.00 charge each for cleaning a spoiled stove or refrigerator. Cleaning of carpets, walls, floors, bathroom, shelves, etc. will be assessed as necessary at the time of departure.
10. Owner is responsible for painting, redecorating. Changes to paint and to the electrical wiring or altering the property will be done with prior approval of the Owner.
11. Loud parties or noises can be grounds for termination. Keep stereos, TV's, radios, etc. at volume levels that do not distribute others. Always treat other people within the structure and your neighbors with respect. Continued complaints from neighbors may be grounds for lease termination.
12. A \$20.00 charge will be required on all lockouts.
12. A \$120.00 charge is required on all returned or insufficient funds checks. Late payment fees will also be assessed as applicable.
14. Smoke detectors are for your safety. Test and replace batteries when necessary or call for assistance.
15. Prior to the Tenant's last day, a meeting should be scheduled to discuss any damages or cleaning needs. Damages and cleaning charges will be deducted from the deposit.

Tenant \_\_\_\_\_ date \_\_\_\_\_

Tenant \_\_\_\_\_ date \_\_\_\_\_

Tenant \_\_\_\_\_ date \_\_\_\_\_

Owner \_\_\_\_\_ date \_\_\_\_\_

Revised August 30, 2012