

RESIDENTIAL LEASE AGREEMENT

This Residential Agreement ("Lease") is entered into on _____, between C&G Properties, Inc. ("Management") and _____ ("Tenant") for the lease of the residential Property located at _____.

DEFINITIONS

Management means C&G Properties, Inc., the owner of the Property, and any person authorized by Management to act on its behalf.

Tenant means a person who signs this Agreement as a Tenant. Each Tenant is jointly and severally responsible for all rent, charges, damages, and other obligations under this Agreement.

Occupant means any person residing at the Property who is not a Tenant. An Occupant is not a party to this Agreement and has no contractual right to possess the Property independent of Tenant(s), renew or extend this Agreement, assume or continue the tenancy, or require Management to enter into an Agreement with the Occupant.

Guest means any person temporarily visiting Tenant(s) or Occupants. A Guest is not a Tenant or Occupant and has no contractual right to reside at or possess the Property.

If Tenant(s) voluntarily or involuntarily vacate or abandon the Property, terminate this Agreement, or otherwise lose the legal right to possession of the Property, all Occupants and Guests shall also vacate the Property. The continued presence of an Occupant or Guest does not create any right to assume or continue the tenancy under this Agreement.

1. MONTHLY RENT & TERMS OF AGREEMENT

Tenant(s) agrees to pay rent in the amount of \$_____ per month for the continued use of the Property. Rent shall be paid monthly as provided in this Agreement. This Agreement begins on _____ and ends on _____ and is for a term of one (1) year.

Management or Tenant(s) may terminate this Agreement without cause by providing the other party with at least sixty (60) days' written notice.

The sixty (60) day notice requirement does not limit Management's right to terminate this Agreement, recover possession of the Property, or pursue any other remedy for nonpayment of rent, violation of this Agreement, or other cause as permitted by applicable law.

If Tenant(s) fails to provide the required sixty (60) days' written notice of termination, Tenant(s) shall be charged an insufficient-notice fee of \$200 upon vacating the Property. This fee is due because of Tenant(s)' failure to comply with the notice requirements of this Agreement and is separate from rent, damage to the Property, cleaning costs, utility charges, and other amounts owed under this Agreement.

Unless terminated by either party, this Agreement shall automatically renew for successive one (1) year terms.

Management may change the rent, charges, or other terms of this Agreement by providing Tenant(s) with at least sixty (60) days' written notice before the effective date of the change, subject to applicable law.

Tenant(s)' continued occupancy of the Property after the effective date of the change constitutes acceptance of the change.

Tenant(s) shall remain responsible for rent and other amounts due under this Agreement until the tenancy has terminated and possession of the Property has been returned to Management.

2. UTILITIES & TRASH SERVICES

Unless a reimbursement provision below is checked, Tenant(s) shall establish and pay all utilities and trash services billed directly by the applicable utility or service provider. Tenant(s) shall establish all required services in Tenant(s)' name and provide Management with proof that such services have been established before Management delivers possession of the Property to Tenant(s). Such services shall be maintained continuously during the entire tenancy

until possession of the Property is returned to Management.

If Management is required to pay, transfer, establish, or maintain a utility or trash service because of Tenant(s)' failure to comply with this Section, Tenant(s) shall reimburse Management for all amounts paid or incurred and shall be charged an additional \$50.00 service fee.

The following reimbursement provisions, if checked, apply to the Water & Sewer and Trash services provided by Management. Each charge is due with monthly rent and is subject to the payment and late-fee provisions of this Agreement.

☐ **Water & Sewer Reimbursement** - Tenant(s) agree that Management provides or pays for water and sewer service to the Property each month. Tenant(s) shall pay Management a recurring monthly water and sewer charge of \$_____.

☐ **Trash Reimbursement** - Tenant(s) agree that Management provides or pays for trash service to the Property each month. Tenant(s) shall pay Management a recurring monthly trash service charge of \$_____.

3. SECURITY DEPOSIT

\$_____ shall be held by Management as a security deposit. The security deposit may be applied upon termination of the tenancy or return of possession of the Property to Management to unpaid rent, unpaid charges, damage to the Property beyond ordinary wear and tear, cleaning costs, and other amounts owed by Tenant(s) as permitted by applicable law.

Before termination of the tenancy and return of possession of the Property, the security deposit shall not be applied to rent, damage, repairs, cleaning, unpaid charges, or other amounts owed by Tenant(s). Tenant(s) shall pay such amounts when due and may not require Management to deduct them from the security deposit.

Upon termination of the tenancy and return of possession of the Property to Management, Management shall return the security deposit, less any lawful deductions, and provide Tenant(s) with a written itemization of any amounts withheld within fourteen (14) days, or by the next business day if the fourteenth day falls on a Saturday, Sunday, or legal holiday, as permitted by applicable law.

Tenant(s) shall remain responsible for all damage, repair costs, cleaning costs, unpaid rent, unpaid charges, and other amounts owed under this Agreement, regardless of whether such amounts exceed the security deposit.

4. ASSIGNMENT BY MANAGEMENT

Management may sell, assign, or transfer its ownership or interest in the Property or this Agreement. Upon such sale, assignment, or transfer, the successor owner or property manager shall succeed to Management's rights and obligations under this Agreement, and Tenant(s) agree to recognize and perform all obligations under this Agreement in favor of the successor owner or property manager.

5. ASSIGNMENT, TRANSFERS, AND SUBLEASING

Tenant(s) shall not assign this Agreement, transfer this Agreement, sublease the Property, or otherwise permit another person to assume the tenancy without Management's prior written approval.

Any approved assignment, transfer, or sublease shall not relieve Tenant(s) of any obligations under this Agreement unless Management expressly agrees otherwise in writing.

Any unauthorized assignment, transfer, assumption of the tenancy, or sublease shall constitute a material violation of this Agreement.

6. OCCUPANCY AND USE OF PROPERTY

The Property shall be used only for residential purposes and may be occupied and used only by Tenant(s) and approved Occupants. No other person may occupy or use the Property without Management's prior written approval. Tenant(s) shall promptly notify Management of any person who begins residing at the Property and obtain Management's prior written approval before permitting that person to become an Occupant.

For safety and to prevent overcrowding, Management reserves the right to approve or deny proposed additional Tenant(s) or Occupants based on the size and configuration of the Property, applicable occupancy requirements, and reasonable health and safety considerations. All occupancy decisions shall be made in accordance with applicable law.

Guests may stay at the Property no more than seven (7) consecutive days. Repeated or rotating Guests used to avoid the occupancy requirements of this Agreement are prohibited.

Tenant(s) shall not use or permit the Property to be used for any unlawful purpose or in violation of any city, state, or federal law.

Tenant(s) shall be responsible for ensuring that all Occupants and Guests comply with this Agreement and applicable Rules & Regulations. Any violation of this Agreement or applicable Rules & Regulations by an Occupant or Guest shall be considered a violation by Tenant(s) and may result in termination of the tenancy as provided in Section 10.

No pets or animals are permitted on the Property without Management's prior written approval, except as required by applicable law. Unauthorized pets or animals shall constitute a violation of this Agreement.

No vehicle maintenance shall be performed on the Property. Tenant(s) shall not leave motor oil or other automotive fluids on the Property or discharge such materials onto the ground or into any storm drain.

Tenant(s) shall not install satellite dishes, antennas, or any other equipment or object on the roof of the Property without Management's prior written approval.

Tenant(s) shall not change, replace, rekey, remove, or install any door lock, deadbolt, or other locking device without Management's prior written approval. Any approved replacement lock shall be supplied and installed by Management. Tenant(s) shall pay a fifty-dollar (\$50.00) replacement lock fee for each approved replacement lock installed by Management. At the commencement of the tenancy, Management shall provide Tenant(s) with two (2) keys to the Property. Tenant(s) shall pay a twenty-five-dollar (\$25.00) key replacement fee for each additional or replacement key provided by Management. Tenant(s) shall not duplicate, distribute, or provide keys to the Property to any person other than an approved Tenant or Occupant without Management's prior written approval.

7. PAYMENT DUE DATES AND METHODS

Rent and recurring monthly charges are due in full on the first (1st) day of each month. Tenant(s) shall have through the fifth (5th) day of the month to make payment without assessment of a late fee. This grace period applies only to late fees and does not limit Management's rights under this Agreement.

Payments may be made through Management's online payment portal, with Tenant(s) responsible for any applicable portal fees, or by check mailed to C&G Properties, Inc., 210 E 17th Ave, Schuyler, NE 68661. Payments made by check must be received by Management on or before the applicable due date. A check that is mailed but not received by the due date shall be considered late.

8. LATE FEES AND APPLICATION OF PAYMENTS

If rent and recurring monthly charges are not paid in full by the fifth (5th) day of the month, Tenant(s) shall be charged a \$50.00 late fee on the sixth (6th) day of the month plus an additional \$5.00 per day thereafter until paid in full.

Other amounts owed under this Agreement shall be due on the date specified by Management. Failure to pay any such amount when due shall result in a \$50.00 late fee per occurrence.

Returned or dishonored payments shall incur a \$50.00 service charge plus charges incurred by Management. Management may require another approved payment method after a returned or dishonored payment.

No partial payments will be accepted by Management. Payments received by Management shall be applied first to late fees and returned-payment charges, then to repair charges and all other amounts owed under this Agreement, then to recurring monthly charges, and last to rent.

9. NONPAYMENT AND EVICTION

If Tenant(s) fails to pay any rent, recurring monthly charges, or other amounts due under this Agreement when due, Management may provide Tenant(s) seven (7) calendar days' written notice to pay the amount due, as permitted by applicable law.

If Tenant(s) fails to pay the amount due in full within the seven (7) calendar days, Management may terminate the tenancy and proceed with eviction through lawful proceedings, as permitted by applicable law.

Tenant(s) shall remain responsible for unpaid rent, recurring monthly charges, late fees, court costs, service fees, and other amounts recoverable under this Agreement and applicable law.

10. VIOLATIONS OF AGREEMENT AND EVICTION

A material violation of this Agreement or the Rules & Regulations by Tenant(s), an Occupant, or a Guest shall be sufficient cause for termination of the tenancy.

Management may provide Tenant(s) written notice of the violation. Unless otherwise permitted by law, Tenant(s) shall have fourteen (14) days to correct the violation to the satisfaction of Management, and the tenancy shall terminate not less than thirty (30) days after receipt of the notice if the violation is not corrected.

If substantially the same violation occurs within six (6) months after prior written notice, Management may terminate the tenancy upon fourteen (14) days' written notice without another opportunity to correct the violation.

For violent criminal activity, the illegal sale of controlled substances, threats to the health or safety of others, or other conduct qualifying for expedited termination under applicable law, Management may terminate the tenancy as permitted by this Agreement and applicable law.

Upon termination of the tenancy, Tenant(s) shall immediately vacate and return possession of the Property to Management. Management may recover possession of the Property and pursue any other remedies available under this Agreement and applicable law. Tenant(s) shall remain responsible for rent and other amounts due until Management receives possession of the Property and shall remain responsible thereafter for all amounts recoverable under this Agreement and applicable law.

11. ABANDONED PROPERTY

Any personal Property remaining after Tenant(s) surrender, eviction, or abandonment of the Property may be handled by Management in accordance with applicable law. Tenant(s) shall be responsible for all reasonable costs incurred by Management in storing, removing, transporting, disposing of, or otherwise handling abandoned Property, as permitted by applicable law.

12. CONDITION OF PROPERTY, APPLIANCES, AND REPAIRS

Tenant(s) acknowledges having had the opportunity to inspect the condition and operation of the plumbing, heating, and air conditioning systems, refrigerator, stove, and other appliances provided with the Property.

Any refrigerator, stove, or other appliance provided by Management is provided as a courtesy for Tenant(s)' use at no additional charge. Management shall select and pay the service provider for any maintenance or repairs to such appliances, and Tenant(s) shall reimburse Management for any maintenance and repair costs incurred during the tenancy.

Tenant(s) shall promptly notify Management of any plumbing problem, heating or air conditioning problem, or other repair needed at the Property.

If Tenant(s) will be away from the Property for more than twenty-four (24) hours during the winter months, Tenant(s) shall notify Management before leaving.

During the winter months, Tenant(s) shall maintain the thermostat at a minimum setting of sixty-five (65) degrees, and heat shall not be shut off to any room. Tenant(s) shall be responsible for damages caused by failing to promptly report heating problems or by failing to keep the thermostat set at the required temperature. This includes, but is not limited to, frozen water and sewer lines.

For all plumbing issues, Management shall select and pay the plumber or other service provider. If the plumbing problem or needed repair is determined to be the fault of Tenant(s), Occupants, or Guests, Tenant(s) shall reimburse Management for all service charges and repair costs incurred.

Management shall be responsible for subsurface water and sewer line repairs outside the Property for which Management is legally responsible. However, Tenant(s) shall be responsible for all costs to clear or repair any water or sewer line clogged or damaged by Tenant(s), Occupants, or Guests, including clogs caused by grease, wipes, paper towels, feminine hygiene products, diapers, or other improper items.

13. MANAGEMENT'S RIGHT TO ENTER

Except as otherwise permitted by applicable law or with Tenant(s)' consent, Management shall provide Tenant(s) at least twenty-four (24) hours' notice before entering the Property for inspections, maintenance, repairs, services, or other lawful purposes.

A request for maintenance, repairs, or service by Tenant(s), Occupants, or Guests constitutes consent for Management and its employees, contractors, or service providers to enter the Property at reasonable times as necessary without Management providing twenty-four (24) hours' notice to inspect, perform, and complete the requested work until the matter is resolved.

Management may enter the Property without prior notice in an emergency and may provide access to law enforcement officers, emergency personnel, or governmental authorities as permitted or required by applicable law.

14. LAWN CARE & LANDSCAPING

Tenant(s) is responsible for mowing and maintaining the lawn within the Property boundaries and shall keep all grass and weeds reasonably trimmed to no more than five (5) inches in height. If Tenant(s) fail to mow or maintain the lawn as required, Management may perform or arrange for the work to be performed, and Tenant(s) shall reimburse Management for a lawn maintenance charge of \$30.00 per occurrence.

Tenant(s) shall not park or drive on any portion of the lawn at any time. Tenant(s) shall reimburse Management for the cost of repairing any lawn damage caused by Tenant(s), Occupants, Guests, or their vehicles.

Tenant(s) shall not plant, remove, or alter any trees, shrubs, landscaping, flower beds, gardens, or other vegetation, nor install edging, decorative rock, landscape timbers, retaining walls, fences or other landscaping improvements without Management's prior written approval. Any approved landscaping shall be maintained by Tenant(s) throughout the tenancy. Upon termination of this Agreement, Management may require Tenant(s) to remove the landscaping and restore the Property to its original condition at Tenant(s)' expense or may permit the landscaping to remain without compensation to Tenant(s).

15. SNOW AND ICE REMOVAL

Tenant(s) is responsible for removing snow and ice from their driveways, designated parking areas, steps, decks, porches, walkways, and other areas within the Property used for pedestrian or vehicle access.

Tenant(s) shall not pile or deposit snow in any manner that obstructs streets, sidewalks, drainage, fire hydrants, utility equipment, mailboxes, or access to neighboring Properties or common areas.

Tenant(s) shall indemnify and hold Management harmless from claims arising from Tenant(s)' failure to adequately remove snow and ice as required by this Agreement.

16. SMOKE DETECTORS

Tenant(s) acknowledge that all smoke detectors installed in the Property were present, tested, and operational at the time possession of the Property was delivered to Tenant(s). Tenant(s) shall not remove, disconnect, disable, or remove the batteries from any smoke detector. Tenant(s) are responsible for regularly testing smoke detectors, replacing batteries as needed to keep them operational, and promptly notifying Management if any smoke detector is not functioning properly or requires repair or replacement.

Tenant(s) assumes all responsibility for any damages, injuries, losses, claims, or liabilities resulting from the removal, disconnection, disabling, misuse, or failure to maintain any smoke detector in an operational condition or to promptly notify

Management of a malfunction. Tenant(s) shall indemnify and hold Management harmless from any such claims, damages, losses, liabilities, or expenses to the extent permitted by applicable law.

17. PEST CONTROL

Tenant(s) shall maintain the Property and their personal Property in a clean and sanitary condition that does not attract or harbor rodents, insects, or other pests.

Tenant(s), at their own expense, shall promptly address any pest infestation affecting the Property and shall promptly notify Management if the infestation may affect neighboring Properties or other residents.

If Tenant(s) fail to promptly address a pest infestation affecting the Property, Management may arrange for pest control treatment, and Tenant(s) shall reimburse Management for all costs incurred.

18. NON-OPERATIONAL VEHICLES

Any junk car, truck, van, trailer, or other vehicle that is inoperable, has flat tires, has a dead battery, is not currently licensed, registered, or insured as required by law, or otherwise cannot be lawfully operated on a public roadway may be towed, at Tenant(s)' expense, at Management's discretion. Management shall not be responsible for any damage resulting from such towing.

If snow removal or other Property maintenance requires a vehicle to be moved, and Tenant(s) fail to move the vehicle upon request, Management may have the vehicle towed, at Tenant(s)' expense, and shall not be responsible for any damage resulting from such towing.

19. RECREATIONAL EQUIPMENT

Tenant(s) shall not install or use swimming pools, hot tubs, trampolines, swing sets, motorized ATVs, dirt bikes, go-karts, or other recreational equipment or recreational structures on the Property without Management's prior written approval.

Any recreational equipment approved by Management shall be installed, maintained, and used solely at Tenant(s)' own risk. Tenant(s) shall be solely responsible for the supervision, maintenance, and safe operation of such equipment and shall indemnify and hold Management harmless from any claims, injuries, damages, losses, liabilities, or expenses arising from the installation, maintenance, ownership, or use of the equipment.

Management may require the removal of any recreational equipment at any time. If Tenant(s) fail to remove the equipment upon Management's request, Management may remove or arrange for the removal of the equipment at Tenant(s)' expense. Unauthorized recreational equipment shall constitute a violation of this Agreement.

20. INSURANCE COVERAGE

Tenant(s)' personal Property and belongings are not covered by Management's insurance. Tenant(s) are encouraged to maintain renter's insurance, at Tenant(s)' expense, to provide coverage for Tenant(s)' personal property and personal liability throughout the tenancy. Failure by Tenant(s) to obtain or maintain renter's insurance shall not create any liability for Management.

21. PROPERTY RULES & REGULATIONS

If Management provides Tenant(s) with Rules & Regulations applicable to the Property, such Rules & Regulations are incorporated into this Agreement and made a part of it. Tenant(s), Occupants, and Guests shall comply with all applicable Rules & Regulations. A violation of any applicable Rules & Regulations shall constitute a violation of this Agreement.

Management may adopt, amend, repeal, or replace reasonable Rules & Regulations by providing Tenant(s) at least sixty (60) days' written notice before the changes become effective, unless a shorter notice period is permitted by applicable law. Any such Rules & Regulations shall be consistent with this Agreement and applicable law.

☐ Tenant(s) acknowledge receipt of and agree to comply with the applicable Rules & Regulations titled:

22. MANAGEMENT OFFICE HOURS & COMMUNICATIONS

Management's normal office hours are 8:00 AM to 4:00 PM Central Time, Monday through Friday. Tenant(s) shall contact Management during normal office hours at 402-809-1008 for all questions regarding the tenancy, lease matters, payments, or other routine business. Text messages to this telephone number are not accepted and shall not constitute notice or a maintenance request under this Agreement.

All non-emergency maintenance requests shall be submitted through Management's designated online maintenance request system. Telephone calls, voicemail messages, emails, and text messages do not constitute a maintenance request unless Management expressly acknowledges and accepts the request in writing. Requests submitted outside normal office hours will be reviewed during normal business hours.

After-hours maintenance requests should be limited to emergencies involving an active fire, gas leak, major water leak or flooding, complete loss of heat during cold weather, complete loss of electrical service affecting the entire Property, sewer backup, or other conditions creating an immediate threat to life, safety, or significant Property damage.

Emergencies requiring police, fire, or emergency medical services shall be reported by calling 911.

Management is not a 24-hour service provider and will not respond to non-emergency communications or maintenance requests received outside normal office hours.

23. ADDITIONAL PROVISIONS

The following additional provisions, if any, are incorporated into and made a part of this Agreement:

24. ENTIRE AGREEMENT

This Agreement, together with any written addenda, exhibits, or Rules & Regulations incorporated into this Agreement, constitutes the entire agreement between Management and Tenant(s) regarding the Property. Any prior oral or written agreements, representations, or understandings regarding the Property are superseded by this Agreement. Any modification to this Agreement must be in writing and signed by Management and Tenant(s), unless otherwise permitted by applicable law.

SIGNATURES

By signing below, Tenant(s) acknowledge having read and understood this Agreement, having had the opportunity to ask questions and seek legal advice, and agreeing to comply with this Agreement and any applicable Rules & Regulations.

Tenant (Print): _____ Tenant (Signature): _____ Date: _____
Tenant Phone: _____ Tenant Email: _____
Tenant Driver's License: _____

Tenant (Print): _____ Tenant (Signature): _____ Date: _____
Tenant Phone: _____ Tenant Email: _____
Tenant Driver's License: _____ Social Security #: _____

Tenant (Print): _____ Tenant (Signature): _____ Date: _____
Tenant Phone: _____ Tenant Email: _____
Tenant Driver's License: _____ Social Security #: _____

Management: _____ Date: _____