

APARTMENT LEASE CONTRACT



Date of Lease Contract: September 15, 2023

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the | **5. KEYS** You will be provided <u>2</u> apartment key(s), _

"lease") is between you, the resident(s) (list all people signing the Lease Contract):	mailbox key(s), FOB(s), and/or other access device(s) or access to the building and amenities at no additional
Kaeli Daley, Holly Williams-CoSigner	cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.
	6. RENT AND CHARGES. Unless modified by addenda, you will pay \$900.00_ per month for rent in U.S. Dollars, payable in advance and without demand:
	 X at the on-site manager's office, or X at our online payment site, or D by WIPS payment service X at https:///payments.gozego.com/login/pm
and us , the owner: Pacific Place	
	Prorated rent of \$ 480.00 is due for the remainder of the [check one]: 1st month or 2nd month, on september 14, 2023.
(name of apartment community or title holder). You've agreed to rent Apartment No. A207 at 500 Pacific St	Otherwise, you must pay your rent on or before the 1st day of each month (due date). You must not withhold or offset rent unless authorized by statute. If you fail to pay rent within 7 days after we have given you written notice of your nonpayment and of our intent to terminate your tenancy if rent is not paid within this 7-day period we may then terminate your tenancy and obtain possession of the premises. We may, at our option, require at any time that you pay
"you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. The following person or entity is authorized to manage the apartment, to act on behalf of the owner for acting as the lessor and entering into leases with residents, for the purpose of service of process, for the purpose of receiving and receipting of rent, notices and demands, and for the purpose of bringing a lawsuit for judicial eviction/restitution and	all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not accepted if it is deposited in the bank account for receiving rent and returned to you by your bank account within forty-eight (48) hours of the payment being deposited. Rent is not considered accepted if the payment/ACH is rejected, returned, does
retaking possession in owner's name in accordance with Neb. Rev. Stat. § 76-1441:	not clear, or is stopped for any reason. If you are a Section 8 voucher holder, any Housing Assistance Payment for your rental of the Unit
Jordan Bedlan	is not considered a payment by you or on your behalf and will not be considered a waiver of our right to terminate your rental agreement
If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.	for any lease violation, default, statutory or code violation or criminal conduct. If you don't pay all rent on or before the5th day of the month, you'll pay a late charge. Your late fee will be (check one) X a flat rate of \$30.00 or % of your
2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):	total monthly rent payment. To the extent permitted by applicable law, you'll also pay a charge of \$\frac{20.00}{} for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under
	this Lease Contract will be authorized. We'll also have all other remedies for such violation. If owner files a lawsuit to evict resident for nonpayment of rent, resident agrees to pay a reinstatement fee of \$100.00 to cover the administrative costs incurred by
	the owner for preparing to file said lawsuit, along with all other rent and charges set forth in this Lease Contract prior to dismissal of the lawsuit. The reinstatement fee is separate and distinct from attorneys fees incurred by owner for filing a lawsuit to evict a
No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than14 consecutive	tenant for nonpayment of rent. If you violate the animal restrictions of paragraph 27 (Animals) or other animal rules, you'll pay an initial charge of \$ per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal
days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.	(not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is finally removed. We'll also have all other remedies allowed at law and under this Lease
B. LEASE TERM. The initial term of the Lease Contract begins on the _15th_ day of September, _2023_, and ends at 11:59 p.m. the _31st_ day of August, _2024	Contract for such violation. This amount shall be due and payable as additional rent under the terms of this Lease Contract on or before the first day of the month following notice to you of such charges All payment obligations under this Lease Contract shall constitute that the contract is a contract.
Renewal. Unless either party gives at least days written notice of termination or intent to move-out at the end of the term of the Lease Contract as required by paragraph 45 (Move-Out Notice), this Lease Contract will automatically renew month-to-month.	rent under this Lease Contract. 7. UTILITIES. We'll pay for the following items, if checked: X water
I. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$, due on or before the date this Lease Contract is signed.	other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your billsuntil the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If you are required to pay any utility and you fail getting it turned on in your name by lease commencement or if it transferred back into our name before you surrender or abandon the unit, you'll be liable for a charge (not to exceed \$50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. This amount shall be due and payable as additional rent under the terms of this Lease Contract on or before the first day of the month following notice to you of such charges.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, areas located in a flood plain, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We **X** require **_** do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* In required to purchase personal liability insurance in not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10.	SPECIAL PROVISIONS. The following special provisions and any
	addenda or written rules furnished to you at or before signing
	will become a part of this Lease Contract and will supersede any
	conflicting provisions of this printed Lease Contract form.

See	Additional	Special	Provisions
	1.11 1		

See any additional special provisions.

- 11. EARLY MOVE-OUT. To the extent permitted by applicable law, you'll be liable to us for a reletting charge of \$ 250.00 (not to exceed the highest monthly rent during the Lease Contract term) if you:
 - (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice) or any other applicable law; or
 - (2) move out without paying rent in full for the entire lease term or renewal period; or
 - (3) move out at our demand because of your default; or
 - (4) are judicially evicted.

The reletting charge is not a cancellation fee and, to the extent permitted by applicable law, does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. By law, we are limited to the recovery of actual damages. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

- 12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community or apartment due to a violation of the Lease Contract or rules, improper use, health, safety or building code violations, or negligence or other conduct by you or your invitees, guest or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees. guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
- 13. PERSONAL PROPERTY LEFT IN APARTMENT.

Storage of Items and Written Notice to Reclaim Property. In the event that you leave or abandon personal property in the apartment after the lease term ends or after you are evicted, we will inventory the items you have left in the apartment. At our sole discretion, we may store the items in the apartment or another location. We will then give a written notice to you and any other person required by law (either by personal delivery or sent by first class mail to your last known address and to any other person required by law) describing the personal property. The written notice shall specify a deadline, not less than seven days after it is personally delivered to you or fourteen days after it is deposited in the mail, of when you must reclaim your property. The notice will also be given within six months of the expiration of the lease or the date of the discovery of the abandonment of the apartment.

Disposal of Property. If the value of the personal property is less than \$2,000.00 we may, in our sole discretion dispose of, keep, sell, or destroy the property after the deadline given in the written notice described above.

If the value of the personal property is greater than \$2,000.00 we will take the following steps:

 We shall sell the property at a public sale by competitive bidding;

- (2) Notice of the time and place of the public sale as well as a description of the goods in a manner reasonably adequate to permit the owner to identify it, as well as the name of the former resident will be advertised once a week for 2 consecutive weeks in a newspaper of general circulation in the county where the sale is to be held;
- (3) The sale will take place no sooner than 10 days after the first publication of the notice and must be at least 5 days after the last publication date;
- (4) The sale shall be held at the nearest suitable place to the place where the property is held or stored;
- (5) After deduction of the reasonable costs of storage, advertising and sale, any proceeds of sale not claimed by the former resident or another person entitled to the proceeds by law, must be paid to the State Treasurer within 30 days pursuant to the Uniform Disposition of Unclaimed Property Act.

RETRIEVAL OF PROPERTY UPON DEATH. In the event of your death you authorize the following person to retrieve, remove and store your personal property:

Name
Street Address
City, State and Zip Code
Phone Number
E-mail

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins such non-compliance will constitute a default by you under this Lease.

15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term) or such longer period as is required by applicable law, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move- out notice under paragraph 45 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain

in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 17. AD VALOREM TAXES/FEES AND CHARGES ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, fine, tax or fee imposed upon us, as a result of your occupancy or conduct. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, rental registration law or ordinance, inspections for health, safety or building code violations, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.
- 18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history, we are only permitted to release your rent payment record and amount of payment, and information about lease violations without your prior consent, except when information on you is requested by an insurance company investigating an insured loss or fraudulent conduct, law enforcement or fire and rescue service, a governmental entity, a court of competent jurisdiction, local animal care and control agency or required by a subpoena from a third-party. A contract purchaser of the rental property may inspect all tenants' information without obtaining your consent. If you have defaulted on your rent payment, this provision does not apply.

While You're Living in the Apartment

- 19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. To the extent permitted by applicable law, we may make reasonable changes to written rules, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract and you have been given reasonable notice of the same.
- 20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be free of offensive or noxious odors, kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited

in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use fireworks, candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and no physical products for sale are sold or stored in your apartment or garage. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, owner representatives, agents or employees. We will serve written notice personally on any such guest and also serve you a copy of the notice if your guest is the one in violation. In addition to the remedies we may have against

you, we can apply to a court for a warrant for trespass, provided we have served the required notice. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- 21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; harassing, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; engaging in or threatening damage to the premises (including common areas) or personal property belonging to another person on the premises; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in theft of property or delivered packages belonging to us or others in the apartment community; engaging in the theft of another person's identity while at the apartment community (including the identity of our agents and employees); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using or lighting fireworks; using windows for entry or exit; or injuring our reputation by making bad faith or false allegations against us to others or on social media.
- 22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may require all vehicles parked in the apartment community to properly display a parking permit and we may have any vehicle not properly displaying a parking permit fined or towed at the vehicle owner's expense. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have abandoned, unauthorized, or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is considered abandoned if left unattended on the Premises for more than 7 days, if left without our permission or is left after our permission of the owner of the vehicle has ended. A vehicle is unauthorized or illegally parked in the apartment community if it:
 - (1) has a flat tire or other condition rendering it inoperable; or
 - (2) is on jacks, blocks or has wheel(s) missing; or
 - (3) has no current license plate or no current registration and/or inspection sticker; or
 - (4) takes up more than one parking space; or
 - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - (6) is parked in a marked handicap space without the legally required handicap insignia; or
 - (7) is parked in a space marked for manager, staff, or guest at the office; or
 - $\begin{tabular}{ll} (8) & blocks another vehicle from exiting; or \\ \end{tabular}$
 - (9) is parked in a fire lane or designated "no parking" area; or
 - (10) is parked in a space marked for other resident(s) or unit(s); or
 - (11) is parked on the grass, sidewalk, or patio; or
 - (12) blocks garbage trucks from access to a dumpster; or
 - (13) belongs to a resident and is parked in a visitor or retail parking space.
- 23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 17 (Delay of Occupancy), 33 (Responsibilities of Owner), 47 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, or death.
- **24. MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate your tenancy if:
 - (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty, (ii) a member of the National Guard called to active duty, (iii) a member of the National Guard called to

- active duty for more than 90 days in response to a national emergency declared by the President, or (iv) a member of the Nebraska National Guard under a call to active service or duty by the President, the Secretary of Defense for a period of more than 30 days in response to a national emergency declared by the President, or a call to active service by the Governor of Nebraska for a period of more than 30 consecutive days; and
- (2) you are either: (i) given change-of-station orders to permanently depart the local area; (ii) given orders to relocate for active duty of 90 days or more to a location that is not included in the Lease Contract and are required to move into government-owned or leased housing; (iii) deployed with a military unit for 90 days or more; (iv) relieved or released from active duty; (v) ordered to report to a government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (vi) deployed as a member of the National Guard for a period of more than 30 days in response to a national emergency declared by the President, or a call to active service by the Governor of Nebraska for a period of more than 30 consecutive days.

After you deliver to us your termination notice in writing or electronic service, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your permanent change-ofstation orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions under paragraph 50 (Deposit Return, Surrender, and Abandonment). If you or any co-resident are a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, your tenancy may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident cannot terminate the Lease Contract under this military clause if the co-resident is not your spouse or dependent, or if the government-owned or leased housing is not available to your spouse or dependent. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

We will refund to you all fees or charges paid that extend past the termination date of the Lease Contract within fourteen (14) days of the termination of Lease Contract. This does not affect charges for utilities for the full period of time that you are living, occupying the dwelling.

If you re-enter into a Lease Contract with us during the 90-day period immediately following active duty service, you will not be charged any service fees or charges other than the usual and customary fees and charges imposed on other lessees for the rental of an apartment at the apartment community.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and/or carbon monoxide detector, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices. Window screens are not for security or keeping people from falling out.

Smoke and/or Carbon Monoxide Detectors. We'll furnish smoke and/or carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke and/or carbon monoxide detectors malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke and/ or carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us for actual damages and others for any loss, damage, or fines from fire, smoke or water. You must immediately report that a smoke detector or carbon monoxide alarm is stolen, removed, found missing, or found not operational.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise

required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services, provided that we owe no legal duty to you under the applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminalhistory checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. Except for our duty to maintain in good and safe condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, and, except for conditions materially affecting the health or safety of ordinary persons, you accept the apartment, fixtures, and furniture as is. You'll be given an Inventory and Condition form on or before move-in. Within 5 days after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. You must follow proper trash removal procedures. You must prevent offensive odors that unreasonably disturb or threaten the rights, comfort, health, safety, or convenience of others. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and/or carbon monoxide detector, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

In addition to the requirements outlined in this Lease Contract, you are responsible for complying with the obligations imposed on you by applicable provisions of the building and housing codes materially affecting health and safety.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy by giving you at least 14 days written notice. We may also remove personal property if it causes a health or safety hazard. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), we may serve on you a written notice describingyour violation and stating that your tenancy will terminate on a date not less than 30 days after you have received the notice if you do not cure the violation within 14 days. If you properly remedy the violation within 14 days, then your tenancy will not terminate. To the extent permitted by applicable law, if an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

29. WHEN WE MAY ENTER. You shall not unreasonably withhold consent for us to enter the apartment in order to inspect the apartment, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the apartment to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. We may enter the apartment without your consent in the event of an emergency. Unless impractical, we will give you 24 hours written notice of maintenance or repairs requested by you or any occupant, or routine maintenance (not requested by you or any occupant) to be performed in the apartment.

We will give you written notice no less than 24 hours before the application of pesticide in the apartment unless you agree to a shorter notice period. If you have requested us to apply pesticide in the apartment, we are not required to give you written notice. If you are concerned with specific pesticides, you must notify us in writing no less than 24 hours before the scheduled pesticide application.

You must notify us of any anticipated extended absence from your apartment of greater than 7 days. During this absence, we may enter the apartment at times reasonably necessary to protect the apartment. If you fail to give us such notice, we may recover actual damages from you.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. *Security-deposit refunds and deduction*

itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment). Our requests and notices to any resident constitute notice to all residents and occupants. In an eviction suit, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Replacements

- **31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:
 - (1) a reletting charge will not be due;
 - (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

- **32. RESPONSIBILITIES OF OWNER**. We'll act with customary diligence to:
 - keep common areas reasonably clean and in a structurally safe condition, subject to paragraph 25 (Condition of Premises and Alterations):
 - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
 - (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
 - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate the above, the following remedies apply:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

If we fail to remedy the condition within a reasonable time, you may exercise any other remedies provided under Nebraska law. Any notice required by this paragraph shall not operate or serve as a statutory notice required to be given to exercise any remedy provided under Nebraska law.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest

or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs: (3) you abandon the apartment: (4) you give incorrect or false answers in a rental application, a verification form for an accommodation or modification request, or any document executed by you and submitted to us under penalty of perjury; (5) any illegal drugs or paraphernalia are found in your apartment; (6) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 25 (Prohibited Conduct); (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or government; (8) you, any occupant or any guest on the premises, engages in or is arrested, convicted or given deferred adjudication for any criminal offense involving (a) the unlawful manufacture, sale, use or possession of a controlled substance as defined by local, State or Federal law, (b) physical assault or the threat of physical assault or other criminal activity which causes physical harm or the fear of physical harm, (c) use of a firearm or other weapon or the threat to use a firearm or other weapon, (d) prostitution, sexual assault, threat of sexual assault or any other crime against a person, (e) criminal street gang activity, or hate crime, (f) the requirement by any governmental authority that you or any occupant register as a Registered Sex Offender under any ordinance or statute, or (g) any other criminal activity or threatened criminal activity which otherwise jeopardizes the health, safety, welfare or peace of any person or involving threatened, imminent or actual damage to property; or (9) you allow anyone excluded from the apartment community pursuant to Paragraph 19 (Limitations on Conduct) access or entry to the apartment community. A single violation of any provision of this paragraph 32 (Default by Resident) shall be deemed a serious violation and a material and irreparable non-compliance and good cause for termination of the Lease Contract without right of cure. Proof of any such violation shall not require criminal conviction.

Eviction. Termination of your possession rights or subsequent rerenting doesn't release you from liability for future rent or other Lease Contract obligations. We have no duty to accept rent after the 7-day termination notice period (as prescribed by Nebraska law) expires. Any notice requirement by the Lease Contract or by law may be served upon you at the apartment by any one of the following methods at our sole discretion: (1) first class mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; or (4) personal delivery at the apartment to any occupant over 16 years old.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. You will be refunded any future rent payments you have made because you defaulted on the lease as long as a new tenant is found. You will still be liable for rent for the period of time during which no tenant is living in the unit. We will attempt, to the extent required under Nebraska law, to find a new tenant to rent the unit.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, and we do not seek to judicially evict you, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. If allowed by Nebraska law, the prevailing party, in a lawsuit under this contract, may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded

annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to re-rent and mitigate the amount you owe us. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

- **34. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
- **35. FAILURE TO SIGN LEASE CONTRACT.** If you and all co-applicants have not signed the Lease Contract and move into the dwelling unit, acceptance of possession without reservation gives the Lease Contract and all of its terms the same effect as if it had been signed by you and all co-applicants.

If we do not sign the Lease Contract after you sign it, acceptance of rent without reservation by use gives the Lease Contract the same effect as if it had been signed by us.

36. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

- **37. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, rental amount owed, acceleration, liens, or other rights isn't a waiver under any circumstances.
- **38. NOTICE.** Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

39. MISCELLANEOUS.

- Exercising one remedy won't constitute an election or waiver of other remedies.
- B. All remedies are cumulative.
- C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- D. This Lease Contract binds subsequent owners.
- E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- F. To the extent permitted by applicable law, all provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- G. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- H. You are not a coinsured under any insurance policy we maintain and subrogation is allowed by all parties.
- **40. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

- 41. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- **42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.
- **43. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, pandemics, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 44. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Personal Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. If we have accepted without reservation rent payments that were materially noncompliant and have given you written notice of such acceptance, then we have waived our right to terminate your tenancy. If we have given you written notice that your rent payments have been accepted with reservation, then we may accept all rent payments and still be entitled to an order of possession terminating the rental agreement.
- **45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

46. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move-Out) or 24 (Release of Resident,)

or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. You will be responsible for an additional month's rent if you move out at our demand because of your default, are judicially evicted, or if your notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

- 47. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under paragraph 11 (Early Move-Out). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out.
- **48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- **49. MOVE-OUT INSPECTION**. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges to the extent permitted by applicable law, including but not limited to unpaid rent; unpaid utilities; unreimbursed service charges; all repairs or damages, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and/or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Personal Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 29 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and/or carbon monoxide detector, false alarms, recycling, or other matters; late-payment and returnedcheck charges; a charge (not to exceed \$100); and other sums due under this Lease Contract.

To the extent permitted by applicable law, you'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) a reletting fee if you have violated paragraph 11 (Early Move-Out).

51. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We shall return your security deposit, or any balance thereof, along with an itemization of the amount of the security deposit not being returned within 14 days after your tenancy ends, by first-class mail to your last known address, unless a forwarding address is provided.

If the security deposit is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

Surrender. You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys)have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have *abandoned* the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not given us written notice within seven days of our written notice to you, indicating that you intend to remain in occupancy of the premises. An apartment is also "abandoned" 10 days after the death of a sole resident.

To the extent permitted by applicable law, surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment (paragraph 13 - Personal Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Severability, Originals and Attachments, and Signatures

- **52. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 53. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document. Read it carefully before signing.

Resident or Residents (all sign below)
CALL BOLL
Holly Williams
Owner or Owner's Representative (signing on behalf of owner)
Jordan Bedlan
Address and phone number of owner's representative for notice purposes
Jordan Bedlan
500 Pacific St, Office
(308) 534-4768
Name and address of locator service (if applicable)
Date form is filled out (same as on top of page 1)
09/15/2023

SPECIA	L PROVI	SIONS (CO	ONTIN	NUED FF	ROM P	AGE 2	2) <u>Rent</u>	t car	nnc	ot be	paid	in	casl	n or	mc	ney	or	der	:. <u>3</u> () Da	ıy No	otic	es
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1. DWELLING UNIT DESCRIPTION.

ANIMAL ADDENDUM

Becomes part of Lease Contract



5. ADDITIONAL MONTHLY RENT. Your total monthly rent

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

Apt. No. A207 , 500 Pacific St	(as stated in the Lease Contract) will be increased by \$25.00 The monthly rent amount in the Rent and
(street address) in North Platte	Charges paragraph of the Lease Contract [check one
(city), Nebraska, 69101 (zip code).	includes 🛮 does not include this additional animal rent
	6. ADDITIONAL FEE. You must also pay a one-time fee o
2. LEASE CONTRACT DESCRIPTION.	\$ 300.00 for having the animal in the dwelling unit. I
Lease Contract Date: September 15, 2023 Owner's name: Pacific Place	is not our policy to charge a fee for an assistance animal.
Owner shame.	7. LIABILITY NOT LIMITED. The additional monthly rent and
	additional security deposit under this Animal Addendum de
	not limit residents' liability for property damages, cleaning
Residents (list all residents):	deodorization, defleaing, replacements, or personal injuries
Kaeli Daley, Holly Williams-CoSigner	8. DESCRIPTION OF ANIMAL(S). You may keep only the
	animal(s) described below. You may not substitute any othe
	animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish
	rodent, arachnid, or insect—into the dwelling or apartmen
	community.
	Animal's name:
	Type:
	Breed: Color:
	Weight: Age:
	City of license:
The term of this Addendum is as follows:	License no.:
Begins on September 15th 2023 and ends on August 31st 2024	Housebroken?
This Addendum constitutes an Addendum to the above	Animal owner's name:
described Lease Contract for the above described premises,	
and is hereby incorporated into and made a part of such Lease	A:
Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found	Animal's name: Type:
in the Lease Contract, this Addendum shall control.	Breed:
	Color:
3. A. X NO APPROVED ANIMALS. If this box is checked,	Weight: Age: City of license:
you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily,	License no.:
anywhere in the apartment or apartment community unless	Date of last rabies shot:
we've authorized so in writing. We will authorize assistance	Housebroken?Animal owner's name:
animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing	Allimai owner 3 fame.
Act, HUD regulatory guidelines, and any applicable state and/	
or local laws.	Animal's name:
B. CONDITIONAL AUTHORIZATION FOR ANIMAL.	Type: Breed:
If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But	Color:
we may terminate this authorization sooner if your right of	Weight: Age:
occupancy is lawfully terminated or if in our judgment you	City of license:
and your animal, your guests, or any occupant violate any of the rules in this Addendum.	License no.:
the rules in this rudendum.	Housebroken?
I. ANIMAL DEPOSIT. An animal deposit of \$	Animal owner's name:
will be charged. We [check one] will consider, or	
will not consider this additional security deposit the general security deposit for all purposes. The security deposit	
amount in the Security Deposit paragraph of the Lease	
Contract [check one] \(\bullet \) does, or \(\bullet \) does not include this	
additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease	
Contract regardless of whether it is considered part of the	
general security deposit.	

	Animal's name:
	Type:
	Breed:
	Color:
	Weight: Age:
	City of license:
	License no.:
	Date of last rabies shot:
	Housebroken?
	Animal owner's name:
9.	SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: Breed restrictions apply. Maximum of two
	pets allowed. Maximum total weight cannot
	exceed 50 lbs. Pets are required to be
	interviewed by property staff for
	approval.
10	EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense. Doctor:
11	. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:
	• The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
	 Dogs, cats, and assistance animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
	• Inside, the animal may urinate or defecate <i>only</i> in these designated areas:

- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- **12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes within at least 30 days to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES. To the extent permitted by applicable law, if you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- **14. COMPLAINTS ABOUT ANIMAL.** You must permanently remove the animal from the premises if we receive a reasonable complaint from a neighboring resident or other resident or if we, in our sole discretion, determine that the animal has disturbed neighboring residents or other residents.
- **15. REMOVAL OF ANIMAL.** In some circumstances, we may provide notice of material noncompliance with the lease if, in our sole judgment, you have violated our animal rules or let the animal defecate or urinate where it's not supposed to. You must remove the animal within 24 hours if we determine the animal has attacked a person or another animal, or acted aggressive toward other pets or persons on the property/premises. If we become aware of the animals aggressive behavior outside of the property/premises, we reserve the right to require the animal to not be allowed on the property/premises. If you have abandoned the animal; left the animal in the dwelling unit for an extended period of time without food or water; or failed to care for a sick animal, we may contact a humane society or animal control agency to take custody of the animal. In doing this, we must follow the procedures of the Lease Contract.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. To the extent permitted by applicable law, you'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

• Outside, the animal may urinate or defecate only in these

· Animals may not be tied to any fixed object anywhere

outside the dwelling units, except in fenced yards (if any)

You must not let an animal other than assistance animals

into swimming-pool areas, laundry rooms, offices,

clubrooms, other recreational facilities, or other dwelling

• Your animal must be fed and watered inside the dwelling

unit. Don't leave animal food or water outside the dwelling

unit at any time, except in fenced yards (if any) for your

designated areas: _

for your exclusive use.

exclusive use.

- **17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- 19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
KALPROK		Jordan Bedlan
Holly Williams		Date of Signing Addendum
		09/15/2023



1. DWELLING UNIT DESCRIPTION.

BED BUG ADDENDUM

Date: September 14, 2023



(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

Unit No	A207	,500 Pacific St							
	Nonth	(street address) i							
(-:t) N - l									
(city), Nebras	ка, вэтот	(zip code).							
	RACT DESCRI								
		ember 15, 2023							
Owner's nam	e: Pacific P	'lace							
Dogidonta (lie	et all regidents).								
Residents (113	st all residents):								
Kaeli Daley, Holly Williams-CoSigner									
		-							
This Addend	lum constitute	es an Addendum to the abov							

Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.
3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal

and is hereby incorporated into and made a part of such Lease

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

your representations to us in this Addendum.

property in the dwelling. You understand that we relied on

 YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION:

ΩR

• YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

- **6. NOTIFICATION.** You must notify us within 24 hours:
 - of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
 - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
 - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- **7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
- 8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures	10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.	
provide proof or such cicuming and treatment to our satisfaction.	
You are legally bound by this	document. Please read it carefully.
Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
CAID DOIG	Jordan Bedlan
Holly Williams	Date of Signing Addendum
	09/15/2023
Variable 1	ld and any of the size of the

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- · Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





1. DWELLING UNIT DESCRIPTION.

MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

	Unit No	A207	, <u>500</u>	Pacific St							
			(st	treet address) in							
	North Platte										
	(city), Nebraska	a,	69101								
	(zip code).										
2.	LEASE CONTR	ACT DESCRIPT	ON.								
	Lease Contract	Date: Septemb	er 15, 202	23							
	Owner's name:	Pacific Pla	ce								
	Residents (list all residents):										
	Kaeli Daley, Holly Williams-CoSigner										

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- **4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
 - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
 - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.
- **5. IN ORDER TO AVOID MOLD GROWTH**, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
 - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- **6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner

	with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from <i>porous</i> items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.	9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
7.	DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will take appropriate action.	
8.	COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.	
	If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.	
	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (Signs here)
Ka	D Dolf Folly Williams	Jordan Bedlan
<u>#</u>	bolly Williams	Date of Lease Contract
_		September 15, 2023
_		



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



					NATIONAL APARTMENT ASSOCIATION We Lead the Way Home.
Pro	perty Owner	Pacific Place			
Res	ident(s):	Kaeli Daley, Holly	Williams-CoSigner		
Uni	t No./Address	#A207, 500 Pacific	St, North Platte,	NE 69101	
	,	09/15/2023			
Lea	hereby inco	dum constitutes an Adder	oart of such Lease Contract		above described premises, and is tions found in this Addendum vary
I.	Resident(s) located at the provided for Addendum, by Owner a Community character of	permission for use of all ne Dwelling Community is a r in the Lease. Such permission of the Community rules at any time for any lawful Rules shall control. Owner or close any Amenity bases or recompense of any nature.	common areas, Resident as privilege and license grants is expressly condition and regulations ("Rules") in reason. In all cases, the nareserves the right to set and upon the needs of Owne	nted by Owner, and not a conned upon Resident's adhered a effect at any given time, are nost strict terms of either the days and hours of use for and in Owner's sole and a	LITIES. I facilities (together, "Amenities") ntractual right except as otherwise ence to the terms of the Lease, this ad such permission may be revoked the Lease, this Addendum, or the for all Amenities and to change the bsolute discretion, without notice, hanges to the Rules for use of any
	injury or pr Resident(s losses, or l	roperty damage, of whate) agrees to hold Owner h iabilities of every type, v	ever nature or severity, re armless and release and whether or not foreseeab	elated to Resident's use of I waive any and all claim le, that Resident(s) may h	ut not limited to risks of personal the amenities at the Community. s, allegations, actions, damages, nave against Owner and that are ne fullest extent of the law.
	WITH THE SOLELY RE RULES ANI FROM ALL	HEIRS, ASSIGNS, ESTAT SPONSIBLE FOR THE COM DREGULATIONS, AND R CLAIMS OF SUCH PERSON	'ES AND LEGAL REPRES' IPLIANCE OF SUCH PERSO ESIDENT(S) INTEND TO IS AS DESCRIBED IN THE	ENTATIVES OF THEM AL ONS WITH THE LEASE, THI AND SHALL INDEMNIFY	ENTS AND INVITEES, TOGETHER L, AND RESIDENT(S) SHALL BE S ADDENDUM, AND COMMUNITY AND HOLD OWNER HARMLESS. The term "Owner" shall include s and affiliates of Owner.
II.	ResiderAll SwinFor the	nts and guests will adhere	to the rules and regulation risk. Owner is not respons not swim alone.	ool. When using the pool, R ns posted in the pool area a ible for accidents or injurie	
	No glasProperNo runn with a tResiderResider	s, pets, or alcoholic bevera swimming attire is requir ning or rough activities ar owel when using suntan oi at(s) must accompany thein at(s) must notify Owner an	ges are permitted in the p ed at all times and a swims e allowed in the pool area. ls, leaving pool furniture in guests. y time there is a problem of	n pool areas, disposing of tr or safety hazard at the pool	orn to and from the pool. zing noise, covering pool furniture ash, and keeping pool gates closed.
	• Follow	all Federal, State and local	IN CASE OF EMERG	or any epidemic or pandem ENCY DIAL 911	.1C.
III.		ENTER. This Community te following:			en using the fitness center, Resident
	 The Fit. Resider that ma Resider dangere Resider aerobic Resider Resider Resider Resider 	ness Center is not supervisit(s) shall carefully inspectively be functioning improperat(s) shall immediately repous, as well as any other peat(s) shall consult a physic sor exercise class, and will at(s) will keep Fitness Centat(s) will not admit any peat(s) must accompany guested in the Fitness Center.	sed. Resident(s) are solely seach piece of equipment pri- ely or that may be damaged ort to Management any equipment's use that appears to be sian before using any equipment and the from such use or the reson to the Fitness Center weeks, and no glass, smoking each piece of each of the season to the season to glass, smoking each piece of each piece of the season to glass, smoking each piece of each piece o	responsible for their own a or to Resident's use and shad or dangerous. ipment that is not functionice dangerous or in violation pment in the Fitness Centerparticipation unless approng Resident's visit to the Fithelian with the sident with the sident of the sident's visit to the Fithelian unless approng Resident's visit to the Fithelian unless approng Resident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the Fithelian unless appronged with the sident's visit to the sident's visit unless appronged with the si	h the Management Office. Iges, pets, or black sole shoes are
			_		(5) (6)
IV.	For commu	nities that do accept pack	kages on behalf of its Resi	NOT accept packages on b dents: als or letters sent to Resider	pehalf of Residents.

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, stolen, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V.	BUSINESS CENTER. This Community DOES; DOES NOT have a business center.
	Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in
	the business center and Management policies. Owner is not responsible for data, files, programs or any other information
	lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on
	Business Center computers without the written approval of Community Management. No inappropriate, offensive, or
	pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers
	at any time. Residents will limit time on computers to minutes if others are waiting to use them. Smoking,
	eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

- VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
 - Only _____ vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a ______48 ____ hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, garage, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
 - Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ______ feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
 - Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY OR PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, flags, banners, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- **XII. SIGNS.** Resident shall not display any signs, placards, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- **XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV.	be effective unless grant clause, phrase, or provisi	ed by the Owner in a signed and d	lated writing. If any court reason whatsoever, this fire	Community rules and regulations, shall of competent jurisdiction finds that any nding shall not affect the validity of the ne Lease Contract.
XV.	SPECIAL PROVISIONS.	The following special provision	s control over conflicting	provisions of this printed form:
I have	e read, understand and ag	ree to comply with the preceding	provisions.	
KALDS	NAME .	09/14/2023		
Resid	· - <i>V</i>	Date	Resident	Date
Holly	Williams	09/14/2023		
Resid	ent	Date	Resident	Date
Resid	ent	Date	Resident	Date
Jord	lan Bedlan			09/15/2023
Owne	r Representative		Date	

Page 3 of 3

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Revised 9/2021, Nebraska



NO-SMOKING ADDENDUM

Date: September 14, 2023



(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

Unit No	A207	, 500 Pacific St
		(street address) ir
North Platte		
(city). Nebrask		69101
(zip code).	,	
LEASE CONTE	RACT DESCRIPTION	ON.
Lease Contrac	t Date: Septembe	r 15, 2023
		:e
D - : 1 + - (1:-+		
Residents (list	ali resiaentsj:	
Kaeli Dale	y, Holly Will	iams-CoSigner
		n Addendum to the above above described premises

Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.
3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or

possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the nosmoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least ______feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas
attached to or outside of your dwelling \square is \square is not permitted
The following outside areas of the community may be used

The following	outside areas o	of the communit	y may be used
for smoking: _			

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

- 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.
- 8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the nosmoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

 EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees. 	12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.	
This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
WID DOUG Holly Williams	Jordan Bedlan
Holly Williams	



CRIME/DRUG FREE HOUSING ADDENDUM



1.	Unit No. A207 , 500 Pacific St	of any such federal law shall constitute a material violation of this rental agreement.) 5. Engaging in, or allowing, any behavior that is
	(street address) in North Platte	associated with drug activity, including but not limited to having excessive vehicle or foot traffic
2.	(city), Nebraska, 69101 (zip code). LEASE CONTRACT DESCRIPTION. Lease Contract Date: September 15, 2023 Owner's name: Pacific Place	associated with his or her unit. 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage. 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal
	Residents (list all residents): Kaeli Daley, Holly Williams-CoSigner	 conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct. 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use. 9. Knowingly and intentionally strikes a person with bodily fluids. 10. Engaging in theft of property or delivered packages belonging to others in the apartment community, or engaging in the theft of another person's identity while at the apartment community (including the identity of
		our agents and employees). B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS
3.	ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:	CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause. 5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise
4.	CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:	provided by law, proof of violation of any criminal law shall not require a criminal conviction.6. SPECIAL PROVISIONS. The following special provisions
	 A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following: 1. Engaging in any act intended to facilitate any type of criminal activity. 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest. 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, 	control over conflicting provisions of this printed form:
	state or federal laws, including but not limited to the State of Nebraska and/or the Federal Controlled Substances Act.	
	4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation	
	Resident or Residents (sign here)	Date of Signing Addendum
_	DD Dolf Folly Williams	09/14/2023 09/14/2023
_		
Go	Owner or Owner's Representative (signs here)	Date of Signing Addendum 09/15/2023



E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status	Signed
Document ID	397092292
Submitted	09/15/23
Total Pages	23
Forms Included	Apartment Lease Form, Animal Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Community Policies, Rules, & Regulations, No-Smoking Addendum, Crime/Drug Free Housing Addendum

PARTIES

Kaeli Daley

signer key: d6da9b580a5c20b06477f88f0ac05e7d

IP address: 174.213.160.32

signing method: Blue Moon eSignature Services

authentication method: eSignature by email kaelidaley1@gmail.com

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.6 Mobile/15E148 Safari/604.1



Holly Williams

signer key: 7931ce13c01ad15073940ac14c9ff37a

IP address: 174.213.162.36

signing method: Blue Moon eSignature Services

authentication method: eSignature by email hollymw0211@gmail.com $\,$

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.6 Mobile/15E148 Safari/604.1



Jordan Bedlan

signer key: b0dcf588b51524da2967f3fc193552b6

IP address: 10.100.10.68

signing method: Blue Moon eSignature Services

authentication method: eSignature by email northplatte@perryreid.com

browser: PHP 7.3.29/SOAP



(Property Manager)

DOCUMENT AUDIT

1	09/14/23 01:26:53 PM CDT	Kaeli Daley accepted Consumer Disclosure
2	09/14/23 01:28:26 PM CDT	Kaeli Daley signed Apartment Lease Form
3	09/14/23 01:29:18 PM CDT	Kaeli Daley signed Animal Addendum
4	09/14/23 01:29:43 PM CDT	Kaeli Daley signed Bed Bug Addendum
5	09/14/23 01:29:56 PM CDT	Kaeli Daley signed Mold Information and Prevention Addendum
6	09/14/23 01:30:16 PM CDT	Kaeli Daley signed Community Policies, Rules, & Regulations
7	09/14/23 01:30:18 PM CDT	Kaeli Daley dated Community Policies, Rules, & Regulations
8	09/14/23 01:30:38 PM CDT	Kaeli Daley signed No-Smoking Addendum

DOCUMENT AUDIT CONTINUED

9	09/14/23 01:30:47 PM CDT	Kaeli Daley signed Crime/Drug Free Housing Addendum
10	09/14/23 01:30:50 PM CDT	Kaeli Daley dated Crime/Drug Free Housing Addendum
11	09/14/23 01:30:59 PM CDT	Kaeli Daley submitted signed documents
12	09/14/23 02:05:08 PM CDT	Holly Williams accepted Consumer Disclosure
13	09/14/23 02:06:09 PM CDT	Holly Williams signed Apartment Lease Form
14	09/14/23 02:06:52 PM CDT	Holly Williams signed Animal Addendum
15	09/14/23 02:07:13 PM CDT	Holly Williams signed Bed Bug Addendum
16	09/14/23 02:07:35 PM CDT	Holly Williams signed Mold Information and Prevention Addendum
17	09/14/23 02:07:58 PM CDT	Holly Williams signed Community Policies, Rules, & Regulations
18	09/14/23 02:08:01 PM CDT	Holly Williams dated Community Policies, Rules, & Regulations
19	09/14/23 02:08:23 PM CDT	Holly Williams signed No-Smoking Addendum
20	09/14/23 02:08:37 PM CDT	Holly Williams signed Crime/Drug Free Housing Addendum
21	09/14/23 02:08:40 PM CDT	Holly Williams dated Crime/Drug Free Housing Addendum
		II II Melle Company of the Company o
22	09/14/23 02:08:53 PM CDT	Holly Williams submitted signed documents
22	09/14/23 02:08:53 PM CDT 09/15/23 10:04:30 AM CDT	Jordan Bedlan signed Apartment Lease Form
		·
23	09/15/23 10:04:30 AM CDT	Jordan Bedlan signed Apartment Lease Form
23 24	09/15/23 10:04:30 AM CDT 09/15/23 10:04:30 AM CDT	Jordan Bedlan signed Apartment Lease Form Jordan Bedlan signed Animal Addendum
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