

CPB RENTALS
1426 Centerpark Road, Lincoln, NE 68512
(402) 420-5313

Unit No: _____

Size: _____

<Lessee(s)> hereby rents from CPB Rentals <Lessor>
the above storage space, located at 1426 Centerpark Road, Lincoln, NE 68512 (hereinafter described as "Premises"), for the following period:

Monthly Rental Rate of \$ _____

1. **RENT:** The yearly rent is due in advance. Monthly rent is due the first day of each month (no later than the 4th). In the event that rent is not paid on or before the due date or in the event of a dishonored bank check from the Lessee to Lessor, Lessee agrees to pay \$10.00 as liquidated damages for said late payment and \$35.00 as liquidate damaged for said dishonored bank check. If Lessee fails to pay rent before due date, Lessor reserves the right to over lock the premises.

2. **USE AND OCCUPANCY AND COMPLIANCE WITH LAW:** The premises are to be used only for storage of personal property and household goods owned to Lessee. Lessee agrees to store such property goods only within the leased space and will not use said premises for the operation of any business or for human or animal occupancy. Trash shall not be allowed in or near the leased premises. The storage of welding, flammable, explosive, or other inherently dangerous materials is prohibited. Fuel-driven vehicles and other similarly powered equipment may be stored only if the fuel tanks are empty. Lessee shall not store on the premises any items which shall be in violation of any requirement imposed by governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may cause a nuisance in or upon the premises. No signs of any description shall be posted on the premises. Lessee shall not have the entry door closed while present in an inside storage unit. In the event the above leased space is outside storage, such storage shall be permitted only within the designated area and only in a assigned stall. All vehicles and/or property stored outside, but not within the designated area, shall be disposed of at owner's expense.

3. **CONDITION AND ALTERATION OF PREMISES:** Lessee has examined the premises and hereby accepts them as being in good order, condition and repair. Lessee agrees to immediately notify Lessor of any defects of dangerous conditions. Lessee agrees to keep the premises in good order and condition and to pay Lessor promptly for any repairs of the premises, caused by Lessee's negligence or misuse, or that of Lessee's invitees, licensees or guests. Lessee shall make no alterations or improvements to the premises without the prior written consent of Lessor. Should Lessee damage, alter, or depreciate the premises, then all costs necessary to restore the premises to its prior original condition shall be paid by Lessee.

4. **INSPECTION:** Lessee agrees that Lessor or his agent may at any reasonable time enter or inspect the premises or make repairs. Lessee further agrees that Lessor or his agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination to this tenancy has been given by either party, to prospective lessees during the 30 day period prior to termination.

5. **TERMINATION:** All rent paid is non-refundable. This lease may be terminated by either party by giving notice at least twenty-four (24) hours prior to the expiration of the original or any renewal terms thereof. Failure to give such notice shall constitute an automatic renewal of this lease at the same rental and on the same terms for a period of one month. Upon termination, Lessee will completely vacate the premises in good and clean condition, reasonable wear and tear excepted, and allow Lessor to inspect the premises to verify the final condition of the premises and its contents. Failure to leave premises in a good and clean condition constitutes automatic loss of security deposit. Lessor may, at Lessor's option, immediately terminate this rental agreement if Lessee fails to make timely payment of any portion of the rent due or violates any conditions of this agreement.

6. **ABANDONMENT:** Lessee shall not abandon the premises during the term of this agreement. If Lessee shall abandon said premises or be dispossessed by process of law or otherwise, then the Lessor may, at Lessor's option, immediately terminate this rental agreement. Lessee grants Lessor a security interest in the property stored on the premises. Lessee grants to Lessor the right to reenter the premises, remove Lessee's personal property and store it in a safe place, consider the tenancy terminated, and reclaim the premises. Upon retaking possession of the premises and said personal property, Lessor will mail to Lessee a notice of Lessor's action. In accordance with Nebraska laws, Lessor may dispose of the personal property by public or private sale. The premises shall be deemed abandoned if Lessee fails to make timely payment of any portion of the rent due or violates any conditions of this agreement.

7. **ASSIGNMENT OR SUBLETTING:** Lessee shall not sublet or assign all or any portion of the premises or Lessee's interest therein, without the prior written consent to Lessor.

8. **ATTORNEY'S FEES:** If legal action shall be brought by Lessor for unlawful detainer, or to recover any sums due under this agreement, or for the breach of any other covenant or condition contained in this Agreement, Lessee shall pay to Lessor all costs, expenses and reasonable attorney's fees incurred by Lessor.

9. **LIABILITIES:** Lessee shall hold Lessor and its agents harmless from all claims of loss or damage to property, or injury to or death of persons caused by the intention acts or negligence of Lessee or Lessee's guests, licensees or invitees, occurring on the premises rented for Lessee's use. Lessee expressly releases Lessor from any and all liability or loss or damage to Lessee's property or effects arising out of water leakage, breaking pipes, theft, or any other causes. Lessee's possessions within the building and located in an outside storage area are so places at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. Lessee acknowledged that insurance is available from independent insurance companies for damage to Lessee's property and for the liability imposed in this paragraph.

10. **DEPOSIT:** A \$25.00 deposit is required at time of initiating the rental agreement. Said deposit will be returned to Lessee after key & cylinder are returned to Lessor and if the unit is left clean. A \$25.00 charge per lost key will also be accessed.

11. **NOTICES:** Any notice under this agreement will be sufficient if hand delivered or mailed by first class mail, postage prepaid, to the Lessor at 1426 Centerpark Road, Lincoln, NE 68512 or to the Lessee at:

Lessee acknowledges that he/she/or they have read the above Agreement and understand it in full and agree to the conditions stated.

Date: _____, 20 ____

CPB RENTALS

by: _____

Lessee