

LEASE SUMMARY

Thank you for choosing «property name» as your home! Please carefully review the Lease Summary as well as your Lease Agreement.

APARTMENT ADDRESS: «unit address line1» «unit address line2» «unit address city» «unit address state code» «unit address postal code»

LEASEHOLDERS: «responsible names»

OCCUPANTS: «occupant names»

APPROVED ANIMALS: «enter animal name or no approved animals» Please note visiting animals are not allowed.

LEASE START DATE: «lease start date»

LEASE END DATE: «lease end date»

SECURITY DEPOSIT: \$«security deposit»

TOTAL DUE ON 1ST OF MONTH: \$«monthly charge total» plus utilities which will vary

BREAKDOWN OF TOTAL MONTHLY CHARGES: «list breakdown of monthly charges»

ADDITIONAL NOTES: «enter concession information or N/A»

PAYMENT: Residents may make payments online through your resident portal or by using the resident portal mobile app. No cash will be accepted at any time.

LATE FEE: \$75 late fee will be charged if balance is not paid in full on or before the 5th of the month. After the 5th, all payments must be received in the form of a cashier's check or money order only.

INSURANCE: Resident is responsible to maintain Renter's Insurance covering \$100,000 in personal liability throughout their lease term. Bluestone recommends including personal property coverage as well, however it is not required.

PACKAGES: All Bluestone properties do *not* accept packages on behalf of the Residents.

VACATING EARLY: If a life change occurs and you must leave us prior to your lease expiration, please review the Lease Agreement Buy-Out Fee found on page 3 paragraph 11.

TRANSFERS: We understand you may decide you need more or less room while living with us. We offer transfer options for an increase or decrease in apartment bedroom size. Please contact your Property Manager for additional details on transfer requirements.

MOVE-OUT NOTICE AT END OF LEASE TERM: Move-out notices must be submitted in writing at least 60-days in advance. Oral move out notices will not be accepted and will not terminate your Lease Agreement. Please refer to page 9 paragraph 36 for details. Unless either party gives 60-days written notice, the Lease Agreement will automatically renew on a month-to-month tenancy at a rental rate of 125% of the monthly rent.



BLUESTONE RESIDENTIAL LEASE AGREEMENT

DATE OF LEASE AGREEMENT: «lease_generated_on»

MOVING-IN INFORMATION

1. **PARTIES.** This Lease Agreement is between you; the resident(s): «responsible_names», and the owner: «owner_name». You've agreed to rent the Unit located at «unit_address_line1» «unit_address_line2» «unit_address_city», «unit_address_state_code» «unit_address_postal_code» (hereinafter referred to as "unit") for use as a private residence only. The terms "you" and "your" refer to all residents listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. The following entity is authorized to manage the Apartment Community and act on behalf of the Owner, for service of process and for the purpose of receiving and receipt for rent, notices and demands: Bluestone Property Management, LLC.

2. **RESIDENTS "OCCUPANTS".** The unit will be occupied only by you and (list all other occupants under the age of eighteen (18) not signing the Lease Agreement):
«occupant_names»

No one else may occupy the unit. No person over the age of eighteen (18) years old may be listed as an "occupant," but rather must be qualified as, and be listed above as, a resident. Persons not listed above must not stay at in the unit for more than 10 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. **LEASE TERM.** The initial terms of the Lease Agreement begins on the «lease_start_date» and ends at midnight on the «lease_end_date». The Lease Agreement will automatically renew on a month-to-month tenancy at a rental rate of 125% of the monthly rent set forth in paragraph 6 of this Lease Agreement, unless either party gives 60 days written notice. The landlord or tenant may terminate a month-to-month tenancy if either party gives 60 days written notice. Such notice of termination shall be delivered as required by paragraph 36.

4. **SECURITY DEPOSIT.** Unless modified by addenda or concession, the total security deposit at the time of execution of this Lease Agreement for all residents residing in the unit is \$«security_deposit» due on or before the date this Lease Agreement is signed.

5. **KEYS.** You will be provided «keys_apartment_provided_number» key(s) to the premises, «keys_mail_provided_number» mailbox keys (if any), and «keys_other_provided_number» other access key(s).

6. **RENT & CHARGES.** You will pay \$«rent_charge_total» in U.S. Dollars per month for rent, not including additional rent modified by addenda, payable in advance and without demand:

«cb_payment_office» at the property manager's office by check, cashier's check, or money order. Cash will not be accepted, or
«cb_payment_online» at on-line Resident payment portal (preferred)

Prorated rent of \$«recurring_charges_first_month» is due for the remainder of the month on «lease_start_date». The prorated rent amount due does not include any applicable *one-time* concessions or charges.

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 do not pay all rent on or before the 5th day of the month, you'll pay a late charge of \$75.00.** If you fail to pay rent on or before the 5th day of the month, you will receive a written 7 day notice of nonpayment and of our intent to terminate the Lease Agreement. If rent is not paid within the 7 day period, we may then terminate the Lease Agreement and obtain possession of the unit in accordance with Nebraska law. We may, at our option, require at any time that you pay all rent and other sums in certified or cashier's check or money order. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Agreement will be authorized. If owner files a lawsuit to evict a resident for nonpayment of rent, and the owner agrees to reinstate the lease at resident's request, the resident agrees to pay a reinstatement fee of \$300. This fee covers administrative costs associated for preparing and filing the lawsuit along with all other rent and charges as set forth in this Lease Agreement, prior to dismissal of the lawsuit. The reinstatement fee is separate and distinct from the attorney fees incurred by the owner filing.

To the extent permitted by applicable law, you'll also pay a charge of \$50.00 for each returned check or rejected electronic payment until we receive acceptable payment.

If you violate the animal restriction or animal rules, you'll pay an initial charge of \$100.00 per animal and a daily charge of \$10.00 per animal from the date the animal was brought to the apartment community until it is finally removed.

7. **UTILITIES.** We'll pay for the following items, if checked:

«cb_utility_water» Water
«cb_utility_gas» Gas
«cb_utility_electricity» Electricity
«cb_utility_trash» Trash



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«cb_utility_cable» Cable Television

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 bills-until the lease term or renewal period ends. 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 sub metered for the unit, or prorated by an allocation formula, they will be sub-metered or allocated as set forth below. If you are required to pay any utility and you fail to have your account turned on in your name by lease commencement or if it is transferred back into our name before you surrender or abandon the unit, you'll be liable for a \$20.00 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 Agreement on or before the first day of the month following notice to you of such charges.

- 1) Water Service to your dwelling and costs will be paid by you as follows:
 - a. Water service will be billed by the service provider to us and then allocated to you based on the following formula:
 - i. Spaces Apts/ZAG Apts/bos Apts: Sub-metering of all of your water/gas/electric use; Calculation of your total water use based on sub-metering of hot water
 - ii. 22Floors/9ines/8 Street/Joslyn: Allocation based on the square footage of your dwelling unit and the number of persons residing in your unit.
- 2) Sewer Service to your dwelling and costs will be paid by you as follows:
 - a. Sewer service will be billed by the service provider to us and then allocated to you based on the following formula:
 - i. Spaces Apts/ZAG Apts/bos Apts: Sub-metering of all of your water/gas/electric use; Calculation of your total water use based on sub-metering of hot water
 - ii. 22Floors/9ines/8 Street/Joslyn Lofts: Allocation based on the square footage of your dwelling unit and the number of persons residing in your unit.
- 3) Trash Service to your dwelling and costs will be paid by you as follows:
 - a. Trash service will be billed by the service provider to us and then allocated to you based on the following formula:
 - i. Spaces Apts/ZAG Apts/bos Apts: Allocation based on combined of square footage of your dwelling unit and the number of persons residing in your unit.
 - ii. 22Floors/9ines/8 Street/Joslyn Lofts: Allocation based on the square footage of your dwelling unit and the number of persons residing in your unit.
- 4) Electric Service to your dwelling and costs will be paid by you directly to the electric service provider.
- 5) Gas service (Joslyn Lofts ONLY) to your dwelling and costs will be paid by you directly to the gas service provider.
- 6) Cable/Internet to your dwelling and costs will be paid by you directly to the service provider.

When billed by us directly or through our billing company, your payment of utility and/or services must be received with monthly rent and considered late on the 5th day of the month. If a payment is late, you will be responsible for a late fee as outline in paragraph 6. To the extent there is a billing fee for the production of any services bill or a set up charge by us or our billing company, you shall pay such billing fee in the amount of \$4.00 or \$4.50 (depending on property specific charges) per billing period and a set-up/initiation fee of \$4.00.

Upon move-out, you will be charged the follow on your Final Account Statement:

- 1) \$17 transfer fee for OPPD electrical
- 2) \$30 transfer fee for MUD gas (Joslyn Lofts only)



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8. **LOCKS.** Payment for rekeying, repair, etc. to the extent permitted by applicable law, you must pay for all repairs or replacement missing from misuse or damage to devices by you, your occupants, guests or visitors during your occupancy. To the extent permitted by applicable law, 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 occupant, guest or visitor if you have requested that we repair, change or rekey the same device during the 30 days preceding your request and we have complied with your request. Except for ZAG Apartments or bos Apartments, the property does not provide after-hours lockout service. It is the responsibility of the resident to call and pay for a locksmith. If you live at ZAG Apartments or bos apartments and are locked out of your apartment after office hours, you must call the emergency maintenance number 715-930-1479 for assistance. The on-call maintenance staff member will contact you to assist you. You will need to provide the maintenance staff member with your photo identification to verify that you are a resident to this Lease Agreement. You will be responsible for an after-hours lockout fee of \$75.00.

9. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, occupant, guest or visitor 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, lighting, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, guest or invited/uninvited visitor or vandalism unless otherwise required by law.

We urge 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 required to purchase your own policy for personal liability insurance. You shall maintain at all times during the Term of this Lease Agreement, at your sole expense, a renter’s insurance policy, or its equivalent, issued by a licensed insurance company with an AM Best rating. Such policy shall provide limits of \$100,000 personal liability and you shall provide us with proof of such insurance to our satisfaction. Failure to maintain personal liability insurance throughout your tenancy, including any renewal periods, may be an incurable breach of Lease Agreement and may result in the termination of tenancy and eviction.

Bluestone Property Management, LLC must be listed as additional interested party with mailing address noted below.

22Floors/9ines/8th Street/Joslyn Lofts/Spaces	ZAG Apartments	bos Apartments
Bluestone Property Management, LLC	Bluestone Property Management, LLC	Bluestone Property Management, LLC
501 Park Ave.	5110 Mayberry St.	1011 Saddle Creek Rd.
Omaha, NE 68105	Omaha, NE 68106	Omaha, NE 68106

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 Agreement and will supersede any conflicting provisions of this printed lease form.

11. **LEASE AGREEMENT BUY-OUT FEE.** The purpose of the Buy-Out Agreement is to give you the right to buy-out your Lease Agreement early – subject to the terms listed below:

- 1) In order to buy-out your Lease Agreement, you must give 60-day notice of termination in writing as well as pay a fee equal to 2.5 times the resident’s monthly market rent as outlined in paragraph 6 in addition to any concessions you received when signing your Lease Agreement. In order to buy-out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Agreement.
- 2) The buy-out fee is due and payable no later than 30 days after you give us your buy-out notice. The total amount of buy-out obligations is **\$(rent charge total*2.5)** plus any concessions you received. If the buy-out fee is not paid within 30 days after buy-out notice is received, the buy-out notice will be cancelled and a new 60-day notice of termination in writing will be required.
- 3) After you give notice, the Lease Agreement gives us the right to show your unit to prospective residents, available on the notice move-out date.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment and apartment community due to a violation of the Lease Agreement or rules, improper use, health, safety or building code violations, or negligence or other conduct by you, your occupants, guests or visitors or any other cause not due in our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your occupants, guests or visitors or our representatives who perform at your request services not contemplated in this Lease Agreement. Unless the damage or wastewater stoppage is due to our negligence, we’re not liable for and to the extent permitted by applicable law, you must pay for repairs, replacement costs and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, window, or screens (2) damage from windows or doors left open and (3) damage from wastewater stoppages caused by improper object in plumbing lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

13. **RENT INCREASES AND LEASE AGREEMENT CHANGES.** No rent increase or Lease Agreement changes are allowed before the initial Lease Agreement term ends, unless agreed to in writing by both parties. We will give you written notice of rent increase or Lease changes within 60 days of when the lease term or renewal period ends, this Lease Agreement will automatically continue month-to-month with the increased rent or lease



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changes as set forth in paragraph 3. The new modified Lease Agreement will begin on the date stated in the notice (without necessity of your signature) unless you provide us a written 60-day move-out notice.

14. **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 Agreement 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 to a refund of deposit(s) and any rent paid. Lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the premises. 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 unit is ready for occupancy, but not later.

- 1) If we give written notice of a delay, after the initial term of this Lease Agreement is scheduled to begin on the start date (as set forth in paragraph 3 – Lease Term) and the notice states that occupancy has or expected to be delayed because of construction or previous resident's holding over, and that the unit will be ready on a specific date-you may terminate the Lease Agreement within 5 days of your receiving the notice, but not later;

15. **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 without your prior consent, except when information on you is requested by law enforcement or fire and rescue service, a governmental entity, a court of competent jurisdiction, local animal care and control agency or required by 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.

16. **RULES.** You, your occupants, guests and all visitors must comply with any written rules and policies, including instructions for care of our property. Our rules are considered part of this Lease Agreement.

17. **LIMITATIONS ON CONDUCT.** The unit and apartment community must be kept clean and free of offensive or noxious odors. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. You, your occupants, guests or visitors may not anywhere in the unit: use kerosene lamps or kerosene heater without our prior written approval; or solicit business or contributions. Conducting any kind of business (including child care services) at the apartment community is prohibited – except that any lawful business conducted "at home" by computer, email, or telephone is permissible if customers, clients, patients, or other business associates do not come to the unit or apartment community 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; and (2) the conduct of furniture movers and delivery persons. You will be liable for damage caused by you, your occupants, guests or visitors.

We may exclude from the apartment community guests, visitors or others not listed as a resident or occupant, regardless of whether they have personal property in the unit or are occupying or staying at the unit, who in our judgment, have been violating the law, violating this Lease Agreement or any rules, or disturbing other residents, neighbors, guests, visitors, or owner representatives. We will serve written notice personally on any such visitor and also serve you a copy of the notice if your guest or visitor 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. You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violent 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 conviction or sex offender registry does not waive our right to evict you.

18. **PROHIBITED CONDUCT.** You, your occupants, guests or visitors 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) at or near the apartment community; disrupting our business operations; 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 unit or apartment community; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous material to the apartment or apartment community; using or lighting fireworks; using windows for entry or exit; or injuring our reputation by making bad faith allegations against us to others or on social media.

19. **NO SMOKING COMMUNITY.** Smoking is not permitted in the unit, any other unit at the property, or in any internal common areas (e.g., hallways, stairwells, elevators, entries, community room, fitness room, etc.). Smoking is not permitted elsewhere at the property except in such designated smoking areas that Landlord may (but is not obligated to) designate in the Community Policies. You are responsible for communicating this apartment community's smoking policy and for ensuring compliance with this addendum by your occupants, guests and visitors.

Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, vape pen, e-cigarettes or pipe containing tobacco or a tobacco product while that tobacco product is burning, lighted, 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



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Nicotiana or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

Lease Agreement Termination for Violation of the Addendum. Landlord and its managing agent-in-fact have the right to terminate your Lease Agreement or right of occupancy of the apartment for any violation of this Smoking Addendum. Violation of the smoking provisions is a material and substantial default or violation of the Lease Agreement. Despite the termination of the Lease Agreement or your occupancy, you will remain liable for rent through the end of the lease term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the apartment even though you are no longer living in the apartment.

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 section are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Agreement or any other addendum.

20. **PROHIBITION ON LISTING OR ADVERTISING UNIT ON OVERNIGHT RENTAL WEBSITES.** You agree not to list your rental unit as available for short term or overnight rental by others on Airbnb.com, VRBO.com or similar internet listing sites. If you list on any of these rental sites, you will be in breach of your Lease Agreement.

21. **CRIME/DRUG FREE HOUSING.** All residents, occupants, guests and visitors should not engage in illegal activity on or about the apartment community. Illegal or criminal includes, but is not limited to,

- 1) Permitting or facilitating any type of criminal activity or drug related activity in the unit or around the apartment community.
- 2) Unlawful manufacturing, using, storing, selling, purchasing, or giving of an illegal or controlled substance as defined in the city, state or federal laws.
- 3) Engaging in or allowing any acts that are associated to drug activity including heavy foot or vehicle traffic to the apartment community and/or unit.
- 4) Any breach of the Lease Agreement that otherwise jeopardizes the safety, health and welfare of the owner, owner agents or other residents.
- 5) Any violation of the provisions listed above shall be deemed as a serious offense and a material default of the Lease Agreement. A single violation is understood that it is good cause for immediate termination of the Lease Agreement.
- 6) Engaging in any activity that constitutes waste, nuisance, or unlawful use.

22. **PARKING AND STORAGE.** All Bluestone property parking lots are subject to, but not limited to (i) closing the parking lot for events, (ii) any reserved parking stalls that may be established by the landlord or owner of the parking lot, (iii) any rules and regulations that may be established by the landlord or owners of the parking lot. Any use of the parking lot shall be at the sole risk of resident and resident releases landlord and the owners of the parking lot from any and all losses, damages and injuries arising from the use of the parking lot. Resident further understands that when parking in the parking lot you, your occupants, guests or visitors shall not park in any area that is not designated as a parking stall.

We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles and motorized bikes may not be parked inside the apartment community or on sidewalks, under stairwells, or in handicapped parking stalls or hashed areas. We may have unauthorized or illegally parked vehicles towed from the premises at your expense under the terms of this Lease Agreement or by appropriate statute. A vehicle is unauthorized or illegally parked at 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 or not current inspection sticker; or
- 4) Belongs to a resident or occupant who has surrendered or abandoned the premises; or
- 5) Is parked in a handicap space without the legally required handicap sign; or
- 6) Blocks another vehicle from exiting or the removal of snow; or
- 7) Is parked in a fire lane or designated "no parking" area; or
- 8) Is parked on the grass, sidewalk, or patio; or
- 9) Blocks garbage trucks from access to a dumpster; or
- 10) Any vehicle that is parked in the same spot for more than 7 days, must be moved.

Garage or parking stall may be used only for storage of operable motor vehicles. Stalls may not be used to store any other items including but not limited to coolers, boxes, storage containers, sporting equipment, seasonal décor, vehicle related items, etc. No one may sleep, cook, barbeque, or live in the garage, a parking stall, or storage unit. Storage units may be used only for storage of personal property. No plants may be grown in such areas. Items that pose an environmental hazard or a risk to the safety of health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. We may remove any items from garage, surface stalls or storage units at our discretion without prior notice. Due to carbon monoxide risks, you may not run your vehicle in an enclosed garage unless the garage door is open.



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9ines Residents acknowledge that residential tenants of the 9ines property currently have the nonexclusive right to use up to twenty-four (24) parking stalls within the parking lot located on the property. At any time, the landlord may designate a maximum one (1) parking stall per unit.

22 Floors Residents acknowledge that the residential tenants of the 22 Floors property currently have the nonexclusive right to use up to twenty-two (22) of the parking stalls located within the parking lot located adjacent to the property owned by adjacent building. At any time, the landlord may designate a maximum one (1) parking stall per unit.

23. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Agreement, you won't be released from this Lease Agreement 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 co-residents, loss of employment, bad health, or death.

24. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Agreement if you enlist or are drafted or commissioned in the U.S. Armed forces. You also may terminate the Lease Agreement 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 for more than 30 days in response to a national emergency declared by the President; and
- 2) You are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) relieved or released from active duty, or (iv) ordered to report to a government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

After you deliver to us your written termination notice, the Lease Agreement 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-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we'll return your security deposit less lawful deductions. If you or any co-resident are a dependent of a service member covered by the U.S. Service members Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Agreement is materially affected by reason of the service member's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise when signing this Lease Agreement 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 Agreement term; and (3) the term of your enlistment or obligation will not end before the Lease Agreement term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

25. **RESIDENT SAFETY AND PROPERTY LOSS.** You, all occupants, guests, and visitors must exercise due care for your own and others safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the security guidelines within this Lease Agreement. Window screens are not for security or keeping people from falling out.

Smoke and CO2 Detectors. We will furnish smoke detectors and CO2 detectors as required by statute, and we will test them and provide working batteries when you first take possession. We may replace dead or missing batteries at our expense, without prior notice to you. You must immediately report smoke detector malfunctioning to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector 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.

Casualty Loss. We're not liable to any resident, occupant, guest or visitor 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, earthquakes, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must for 24 hours a day during freezing weather (1) keep the premises heated to at least 50 degrees (2) keep cabinet and closet doors open and (3) drip hot and cold-water faucets. You'll be liable for damage to our and others property if damage is caused by broken water pipes due to your violating those requirements. If you ask our representative to perform services not contemplated in this Lease Agreement, 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. Unless otherwise provided by law, we're not liable to you, your occupant, guest or visitor for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If you, your occupant, guest or visitor 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 COMMUNITY/UNIT 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 unit fixtures, and furniture (*if any*) as is.



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You must use customary diligence in maintaining the unit and not damaging or littering it. You must follow proper trash removal procedures and comply with maintenance suggestions or directives by us to prevent damage to the unit. 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 unit, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls, unless our rules state otherwise. No water furniture, 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 agree not to alter damage or remove our property including alarm systems, smoke and CO2 detectors, furniture, telephone and cable tv wiring screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the unit, after that you will submit a work order for light bulbs to be replaced by maintenance. Your improvement to the unit (whether or not we consent) become ours unless we agree otherwise in writing. In addition to the requirement outlined in this Lease Agreement, you are responsible for complying with the obligations imposed on you by applicable provisions of the building housing codes materially affecting health and safety.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEED TO SEND A NOTICE OR REQUEST FOR REPAIRS INTALLATION, SERVICES, SECURITY RELATED MATTERS, ETC., IT MUST BE SIGNED AND IN WRITNG 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 response from you. These notices can be submitted via Entrata Resident Portal or via email to your leasing office.

Our complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under the Lease Agreement. You must notify us within 12 hours 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 unit 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, unless outside temperature is above 85 degrees Fahrenheit. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We will 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 this Lease Agreement by giving you at least 14 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Agreement is so terminated, we will refund prorated rent and all deposits, less lawful deductions.

28. WHEN WE MAY ENTER. You shall not unreasonably withhold consent for us to enter the unit in order to inspect the unit, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. We may enter the unit without your consent in the event of an emergency or if you have submitted a verbal or written work order request. Unless impractical, or we have received a request for maintenance or repairs by you or any occupant, we will give you 24 hours written notice of routine maintenance (not requested by you or any occupant) to be performed in the unit. We will give you written notice no less than 24 hours before the application of pesticide at the unit unless you agree to a shorter notice period. If you have requested us to apply pesticide in the unit, 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.

Resident agrees to notify owner in writing of any anticipated extended absences from the apartment, an extended absence being defined as an absence of 7 days or more, not later than the first day of the extended absence. Resident further agrees to keep utilities on and adequate heat and A/C (if applicable) in the unit during any extended absence from the apartment. If the resident fails to comply with such notice requirement, the resident shall indemnify the owner for any damages resulting from such absence. The owner may, during any extended absence, enter the rental unit as is reasonably necessary for inspection, maintenance, and safekeeping after providing 24 hours notice.

29. ANIMALS AS PETS. To the extent permitted by applicable law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere on the premises unless we have so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Agreement. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. We may not charge an animal deposit for a support animal. You must not feed stray or wild animals. Additional deposits, rents, fees or other charges:

- 1) **Cats ONLY;** monthly pet rent for cats is \$35/month per cat.
- 2) Non-Refundable pet fee for cats is \$300 for the 1st and \$150 for the 2nd.

If you, your occupants, guests or visitors violates animal restrictions (with or without your knowledge), we may serve on you a written notice describing your violation and stating that the Lease Agreement will terminate on a date not less than 14 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 the Lease Agreement will not terminate. To the extent permitted by applicable law, if an animal has been at the premises at any time during your term of occupancy (with or without our



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consent), we will 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 and litigation costs) in enforcing animal restrictions and rules.

30. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you, your occupants, guests or visitors violates the Lease Agreement or policies, all residents are considered to have violated the Lease Agreement. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41. Our requests and notices to any resident constitute notice to all residents and occupants. In an eviction suit, each resident is considered an agent of all other residents at the premises for service of process. Any resident who defaults under the Lease Agreement will indemnify the non-defaulting residents and their guarantors.

31. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is strictly prohibited unless approved by the owner in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, then:

- 1) A reasonable administrative (paperwork) and associated application fees and transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- 2) The departing and remaining residents will remain liable for all lease obligations for the term of the original lease.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Agreement with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Agreement. 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 Agreement is signed.

32. **RESPONSIBILITIES OF OWNER.** We will act with customary diligence to:

- 1) Keep common areas reasonably clean and in a structurally safe condition, subject to paragraph 25;
- 2) Maintain fixtures, furniture, hot water, heating and A/C equipment;
- 3) Substantially 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:

- 1) You must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- 2) 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 will be in default if you, your occupant, guest or visitor violates any terms of this Lease Agreement including but not limited to the following violations: (1) you do not pay rent or other amounts that you owe when due; (2) you, your occupant, guest or visitor violates the rules of the apartment community, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the unit; (4) you give incorrect or false answers in a rental application or 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 at the in the unit or apartment community; (6) you, any occupant, guest or visitor engages in any of the prohibited conduct described in paragraph 18; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or government; or (8) you, your occupant, guest or visitor 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 which otherwise jeopardizes the health, safety, welfare or peace of any person or involving threatened, imminent or actual damage to property; (9) you allow anyone excluded from the apartment community pursuant to paragraph 17 (Limitations on Conduct) access or entry to the apartment community. A single violation of any provision of this paragraph 33 shall be deemed a serious violation and a material and irreparable non-compliance and good cause for termination of the Lease Agreement without right of cure. Proof of any such violation shall not require criminal conviction.

Eviction. Termination of your possession rights or subsequent re-renting does not release you from liability for future rent or other Lease Agreement obligations. We have no duty to accept rent after a 7-day termination notice period (as prescribed by Nebraska law) expires. Any notice requirement by the Lease Agreement or by law may be served upon you at the apartment unit by any one of the following methods at our sole discretion: (1) First



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Class mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; or (4) personal delivery at the unit to any occupant over 16 years old.

Acceleration. All monthly rent for the rest of the Lease Agreement 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 Agreement term or renewal period ends, and (2) you have not paid all rent for the entire Lease Agreement term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you are judicially evicted or move out when we demand because you have 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 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.

Holdover. You, your occupants, guests or visitors must not holdover 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, then: (1) holdover rent is due in advance on a monthly basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased to 125% of the monthly rent set forth in paragraph 6 of this Lease Agreement; (3) you will be liable to us for all rent for the full term of the previously signed Lease Agreement of a new resident who cannot occupy because of the holdover; and (4) at our option, we may extend the Lease Agreement term—for up to one month from the date of notice of Lease Agreement extension—by delivering written notice to you or the premises while you continue to holdover.

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 11, in addition to other sums (buy-out lease terms) due. Upon your default, we have all other legal remedies, including Lease Agreement 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 do not pay all sums by that deadline.

Mitigation of Damages. If you move out early, you will be subject to paragraph 12 and all other remedies. We will exercise customary diligence to re-rent and minimize the amount you owe us. We will credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

34. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Agreement is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Agreement or any part of it, 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. No action or omission of our representatives 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 is not a waiver under any circumstances. Written notice to or from our managers constitutes notice to or from us. Any person giving notice under this Lease Agreement should retain a copy of the memo, letter or email that was given. Electronic and fax signatures are binding. All notices must be signed.

Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. 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. This Lease Agreement binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement. All notices and documents may be in English and, at our option, in any language that you read or speak. To the extent permitted by applicable law, all provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Agreement is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the premises is located.

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 Agreement shall be to a judge and not a jury. All discretionary rights reserved for us within this Lease Agreement or any accompanying addendums are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Unit and removal of all Resident's personal property therefrom at the expiration of the lease term without further notice or demand from owner.

Force Majeure: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, 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.



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35. **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 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 the Lease Agreement. 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.

36. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Agreement or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 23) except under the military clause (paragraph 24). TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- 1) We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Agreement. Your notice must be signed by all residents listed in paragraph 1 of the Lease Agreement.
- 2) You move-out notice must not terminate the Lease Agreement sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Agreement, we must give you the same notice, unless you are in default, in which case paragraph 33 shall govern.

37. **MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless we and you both agree in writing. You will not 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 lease buy-out charges under paragraph 11. You are prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out.

38. **CLEANING.** You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garage stalls, parking stalls, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you do not clean adequately, you will be liable for reasonable cleaning charges. You must thoroughly clean the unit including all kitchen appliances (refrigerator, oven, range, dishwasher, baths, closets, storage areas, patios/balconies, etc.), so that the unit and such appliances are in the same condition as they were in on the beginning date of the initial term of the lease, except for ordinary wear and tear.

39. **MOVE-OUT INSPECTION.** A written request must be given to accompany a 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.

40. **PROPERTY LEFT AT THE COMMUNITY/UNIT.**

Storage of Items and Written Notice to Reclaim Property. In the event that you leave or abandon personal property at the premises after the lease term ends or after you are evicted, we will inventory the items you have left at the premises. At our sole discretion we may store the items at the premises 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 premises.

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:

- 1) We shall sell the property at a public sale by competitive bidding;
- 2) Notice of the time and date 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;



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5) After deduction of the reasonable costs of storage, advertising and sale, and proceeds of sale not claimed by the former resident or another person entitled to the proceeds by Law, must be paid to the State Treasure within 30 days.

Pursuant to Neb. Rev. Stat. §76-1414(5), Resident hereby designates and authorizes the following person(s) to enter the resident’s dwelling unit to retrieve, remove and store the resident’s personal property in the event that the resident dies:

Name: «emergency_name_first» «emergency_name_last»
Street Address: «emergency_street_line1»
City, State, Zip Code: «emergency_city», «emergency_state_code», «emergency_postal_code»
Phone Number: «emergency_phone»

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You will 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 premises and is missing; replacing dead or missing smoke-detector or carbon monoxide 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 unit when you, your occupants, guests or visitors is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed buy-out charges; packing, removing, or storing property removed or stored under paragraph 40; removing illegally parked or abandoned 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, 29 and animal addendum; governmental fees or fines against us for violation (by you, your occupants, guests, or visitors) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges (not to exceed \$100); and other sums due under this Lease Agreement. To the extent permitted by applicable law, you will be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; and (2) a buy-out fee if you have violated paragraph 11.

Transfer Charges. In case of transfer, resident acknowledges and agrees they are responsible for all charges incurred under previous Lease Agreement, including but not limited to rent through the transfer date, utilities for usage through the transfer date, damages to the current premises that are determined by landlord to be the responsibility of the resident, transfer fees, and any applicable fines (“Existing Charges”). Resident shall pay the existing charges when due. Existing charges may be applied to the current account ledger as damages. Funds received will be applied towards existing charges first per paragraph 35.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We shall return your security deposit 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 30 days after the date of the mailing of the security deposit to you, we shall remit the balance of the security deposit within 60 days after the date of mailing to the State Treasurer pursuant to the Uniform Disposition of Unclaimed Property Act.

You have surrendered the unit when: (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 have been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the unit not connected in our name has been terminated; and (4) you have not given us written notice within seven days of our written notice to you, indicating that you intend to remain in occupancy of the unit. The unit is also “abandoned” 10 days after the death of a sole resident. To the extent permitted by applicable law, surrender, abandonment, and judicial eviction and your right of possession for all purposes and give us the immediate right to: clean up, make repairs in, and relet the unit, determine any security deposit deductions; and remove property left at the unit (paragraph 40), but do not affect our mitigation obligations (paragraph 33).

43. **SEVERABILITY.** If any provision of this lease is invalid or unenforceable to any extent, then that provision and the remainder of this lease shall continue in effect and be enforceable to the fullest extent permitted by law.

Resident or Residents (all sign below):

Dated: _____

Owner or Owner’s Representative (signing on behalf of owner):

Dated: _____



BLUESTONE COMMUNITY POLICIES ADDENDUM

DATE OF LEASE AGREEMENT: «lease_generated_on»

1. **RESIDENTIAL LEASE AGREEMENT.** This is an addendum to the Residential Lease Agreement executed, by you, the Resident(s) «responsible applicant names» for the unit you have agreed to rent. The apartment unit #«unit number» at «property name» located at «unit address line1» in «unit address city», «unit address state code» «unit address postal code».
2. **GENERAL CONDITIONS FOR USE OF ANY BLUESTONE PROPERTY AND FACILITIES.** Resident permission for use of common areas, amenities located at this apartment community is a privilege granted by the owner and is not a contractual right. Special permission is conditioned upon resident's adherence to the Lease Agreement, this addendum and community policies (subject to change). The owner reserves the right to set the days and hours of use for all amenities and to change them at their sole discretion without notice or obligation or recompense of any nature to the resident.
3. **POOL.** If the Bluestone Property has a pool, then the resident(s) agrees to the following:
 - 1) Residents, occupants, guests and visitors agree to the rules and regulations.
 - 2) All swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - 3) For their safety, residents should not swim alone.
 - 4) Pool hours are not posted at the pool. Tentative pool hours are from 10am-10pm.
 - 5) No glass or pets are allowed at the pool. Beverages should be in plastic or paper containers.
 - 6) Proper swimming attire is required at all times. A "cover up" should be worn outside the pool fence at all times.
 - 7) No running or rough activities are allowed in or around the pool.
 - 8) No loud music or excessive noise is allowed at any time.
 - 9) Resident(s) must accompany guests and visitors and notify the owner of any hazards or safety issues in the pool area.
4. **FITNESS CENTER.** If the Bluestone Property has a Fitness Center, then the resident(s) agrees to the following:
 - 1) Residents, occupants, and visitors agree to the rules and regulations.
 - 2) The Fitness Center is not supervised. Owner is not responsible for accidents or injuries. No children under the age of 16 are allowed in the Fitness Center without adult supervision.
 - 3) Resident(s) shall carefully inspect each piece of equipment prior to resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - 4) Resident(s) shall immediately report to management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of management rules and policies.
 - 5) Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class and will refrain from such use or participation unless approved by resident's physician.
 - 6) Resident(s) must accompany guests and visitors, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
5. **PACKAGE STORAGE.** All Bluestone properties do *not* accept packages on behalf of the resident(s).
If the Bluestone Property has a Package Room, then resident(s) agrees to the following:
 - 1) Due to limited storage space, you are required to pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 10 days after delivery. After that time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender, and you agree that we will have no liability to you.
 - 2) Any packages or personal property delivered or stored shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your occupants, visitors, and agents hereby waive and release us and our agent (and their respective employees) from any and all claims, liabilities, damages and costs of whatsoever nature, for holding, losing, misplacing, damaging or destroying any such package or item stored by us. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from disposal.
6. **AUTOMOBILES/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease Agreement and may be modified at any time. Resident is responsible for informing all occupants and visitors of policies.
 - 1) Only 1 vehicle per licensed resident is allowed.
 - 2) All vehicles must be registered with the management office. Make/Model and License plate number is required at all Bluestone properties.



BLUESTONE COMMUNITY POLICIES ADDENDUM

- 3) Any vehicle(s) not registered or violating the Lease Agreement, this Addendum, or the Parking and Storage Addendum in the sole judgment of management and will be towed at the resident(s) expense with a 24 hour notice. Resident personal information – including their vehicle information – is not shared with the towing company and it is the responsibility of the resident to ensure their parking permit (SPACES and 8th Street) is prominently displayed showing they are parking legally.
 - i. Spaces Apartments:
 - 1. Round parking permit to be displayed on dash or hanging on mirror.
 - 2. Permits required on Dewey Ave and in parking lot.
 - 3. Future Resident Parking is included in the patrolled hours.
 - 4. Parking is patrolled 6:00PM-6:00AM on weekdays and 24 hours on Saturday and Sunday
 - ii. 8th Street Apartments
 - 1. Blue rectangular permit to be displayed on dash or hanging on mirror.
 - 2. Parking lot is patrolled 24 hours a day, seven days a week.
- 4) Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, parked illegally in a designated parking space or considered abandoned, will immediately be towed, without notice, at the vehicle owner's expense.
- 5) Property will not reimburse or cover the towing expense incurred by the resident, occupant, or visitor as a result of a failure to follow parking rules or properly display their permit (SPACES and 8th Street).
- 6) The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- 7) Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the management.

7. FIRE HAZARDS.

- 1) Any grills on patios or balconies need to have a propane tank of one pound or less. No charcoal grills are allowed.
- 2) No resident(s), occupant, guests or visitor should maintain a fire hazard.
- 3) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 4) Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

8. DRAPES & SHADES.

- 1) Drapes or shades installed by the resident must be lined in white and present a uniform exterior.
- 2) Bluestone maintenance will *not* hang drapes or shades.

9. BALCONIES AND PATIOS.

- 1) **We have the right to regulate the use of patios and balconies.**
- 2) Balconies and patios should be kept clean at all times. Trash bags, signs, banners, flags, boxes, cans, kegs, indoor furniture, sandbags, tires, and fire hazardous products are not allowed on the patio/balcony. No fabric items or signage should be draped or hung on railings or other portions of the balconies or patios.
- 3) Pets are not allowed to be kept on balconies or patios for any reason.
- 4) Bikes are not allowed on balconies or patios at any time.
- 5) Outdoor furniture, flower pots or plants, and yard ornaments are welcome

10. SATELLITE DISHES.

- 1) Bluestone properties do not allow satellite dishes.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below):

Owner or Owner’s Representative (signing on behalf of owner):

Dated: _____

Dated: _____



BLUESTONE PARKING AND STORAGE ADDENDUM

DATE OF LEASE AGREEMENT: «lease_generated_on»

- 1. **RESIDENTIAL RENTAL AGREEMENT.** This is an addendum to the Residential Lease Agreement executed, by you, the Resident(s) «responsible_names» for the unit you have agreed to rent. The apartment unit #«unit_number» at «property_name» located at «unit_address_line1» in «unit_address_city», «unit_address_state_code» «unit_address_postal_code».
- 2. **GARAGE, SURFACE STALL OR STORAGE UNIT.** You are entitled to the exclusive possession:
 Type: «item_type»
 Number: «item_name»
 Monthly Rent: «rent_amount»
 Lease Term: The initial term begins on the «start_date» and ends at midnight the «end_date». The addendum will automatically renew, as set forth in the lease renewal document submitted to you, unless either party gives 60-days written notice.
- 3. **PERMITTED USE.** Persons not listed in the Lease Agreement may not use the areas covered in this addendum. Garage or parking stall may be used only for storage of operable motor vehicles. Stalls may not be used to store any other items including but not limited to coolers, boxes, storage containers, sporting equipment, seasonal décor, vehicle related items, etc. No one may sleep, cook, barbeque, or live in the garage, a parking stall, or storage unit. Storage units may be used only for storage of personal property. No plants may be grown in such areas. Items that pose an environmental hazard or a risk to the safety of health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. We may remove any items from garage, surface stalls or storage units at our discretion without prior notice. Due to carbon monoxide risks, you may not run your vehicle in an enclosed garage unless the garage door is open.
- 4. **GARAGE DOOR OPENER.** If an enclosed garage stall is rented, you will be provided with a garage door opener. The resident will be responsible for replacing garage remote batteries, if necessary. Garage door openers are required to be returned when vacated or a \$50 fee will be charged.
- 5. **INSURANCE.** You will maintain liability and comprehensive insurance on any vehicle parked or stored on our property.
- 6. **MOVE-OUT.** Any items left after you have vacated the apartment community will be removed, sold or otherwise disposed of according to the Lease Agreement.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below):

Owner or Owner’s Representative (signing on behalf of owner):

Dated: _____

Dated: _____



BLUESTONE ANIMAL ADDENDUM
DATE OF LEASE AGREEMENT: «lease_generated_on»

1. **RESIDENTIAL LEASE AGREEMENT.** This is an addendum to the Residential Lease Agreement executed, by you, the Resident(s) «responsible applicant names» for the unit you have agreed to rent. The apartment unit #«unit number» at «property name» located at «unit address line1» in «unit address city», «unit address state code» «unit address postal code».
2. **AUTHORIZATION FOR ANIMAL.** You may keep the animal described below until the end of the lease agreement. However, we may terminate your rights sooner in our judgement if you, your animal or your visitors violate the rules of this addendum.
3. **ANIMAL NON-REFUNDABLE FEE.** You must pay a one-time pet fee of \$«pet one time fee» for having an animal in the unit. It is state/federal policy to not charge a pet fee for assistance animals.
4. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as spelled out in the Lease Agreement) will increase by \$«pet additional rent».
5. **LIABILITY.** The additional monthly rent and non-refundable pet fee under the Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements and personal injuries.
6. **DESCRIPTION OF ANIMAL(S).** You may only keep the animal described below and you may not substitute nor may your visitors bring other animals to the apartment unit or community.
Animal name: «name»
Type: «pet_type»
Breed: «breed»
Color: «pet_color»
Weight: «weight»
City License #: «pet_license_number»
Date of last rabies shot: «pet_last_shots_date»
Housebroken: «pet_house_broken»
Animal owner's name: «pet_owners_name»
7. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
 - 1) **Cats ONLY;** monthly pet rent for cats is \$35/month per cat.
 - 2) A Non-Refundable pet fee for cats is \$300 for the 1st and \$150 for the 2nd.
8. **PROHIBITED PETS:** No wild animals are permitted – such as birds, chinchillas, ferrets, fish tanks larger than 15 gallons, iguanas, monkeys, pot-bellied pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.
10. **EMERGENCY.** In an emergency involving an accident or injury of your animal, we have the right, but not duty, to take the animal to the Nebraska Humane Society, at your expense.
11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
 - 1) You are responsible for ensuring the animal is licensed by the appropriate governmental agency and cared for in accordance with the applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.
 - 2) To protect the health and safety of other residents, you must provide proof that the animal has received any and all necessary inoculations, shots, and vaccinations prior to lease signing from a certified veterinarian. You must provide proof of future inoculations, shots, and vaccinations to Bluestone on an annual basis from a certified veterinarian.
 - 3) If an animal poses a direct threat to the health and safety of other residents or pets, or if an animal poses a direct threat to cause substantial property damage to the property of other residents, Bluestone personnel, or visitors of residents, Bluestone may exclude the specific animal from its housing and the associated common use or public space. The determination of whether an animal is a direct threat to health and safety and/or to cause substantial property damage will be based upon the assessment of reliable and objective evidence about the specific animal.
 - 4) The animal must not disturb the quiet enjoyment of neighbors or other residents, regardless of whether the animal is inside or outside the building.
 - 5) Animals must be housebroken. All other animals must be caged at all times. No animal offspring is allowed.
 - 6) The animal may not be tied to any fixed object anywhere outside the dwelling units or apartment community.
 - 7) You must not let the animal into the swimming pool, offices, amenity spaces, fitness room or other dwelling units.
 - 8) The animal must be fed inside the apartment unit. Do not leave food or water outside the apartment unit.



BLUESTONE ANIMAL ADDENDUM

- 9) The animal must be on a leash or U-shaped guidance handle or in a carrier at all times when outside the owner's apartment unless it is carried or otherwise under the control of the resident or other responsible individual. The animal cannot roam at will, nor can it be tied anywhere on any of the property's grounds.
 - 10) The animal must wear a collar at all times, if appropriate, showing license, inoculations tag, and name and address of owner.
 - 11) The animal may NOT urinate or defecate on Bluestone property; specifically, in the courtyard or curb appeal areas. Only at designated areas or you MUST take the animal off property for that purpose. If we allow animal defecation inside the dwelling unit, you must ensure it's done in a litter box with kitty litter mix. You must also comply with all local and state ordinances regarding animal defecation.
 - 12) In the event of an emergency or building evacuation, Bluestone is not responsible for the removal or safety of the animal.
12. **ADDITIONAL RULES.** We have the right to make changes to the animal rules at our discretion. We will distribute a written copy of any animal rule changes to every resident thirty days prior to changes to the rules take effect.
13. **VIOLATION OF RULES.** If you, your occupants, guests or visitor violates our rules in this Addendum, based on our judgement, we will give you written notice and you must remove the animal from the premise within 24 hours. We also have all other rights per the Lease Agreement, including damages, eviction and attorney fees.
14. **COMPLAINTS ABOUT ANIMAL.** You must remove the animal if we determine that the animal has disturbed other residents.
15. **OUR REMOVAL OF ANIMAL.** In some circumstances we may provide notice of material noncompliance, at our discretion, that you have violated the terms of this Addendum and Lease Agreement. For example, if you let the animal defecate or urinate where it's not supposed to, if you have left the animal in the apartment unit for long periods of time or without food or water or failed to care for a sick animal, we may contact the Humane Society or other animal agency to take custody of the animal.
16. **LIABILITY FOR INJURIES, DAMAGES, 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 but not limited to, cleaning, deodorizing, floor replacement and defleaing. This section applies to all parts of the apartment unit such as carpet, doors, walls, roller shades, windows, screens, furniture, appliances as well as landscaping and exterior amenities. If items listed above cannot be satisfactory cleaned or repaired, you will be responsible to replace completely. Payments for cleaning, repairs and replacements are due immediately upon request.
17. **MOVE-OUT.** Upon move-out, you'll pay for defleaing, deodorizing and shampooing to protect future residents from possible health hazards, regardless of how long the animal lived at a Bluestone property.
18. **POO PRINTS POLICY (DOGS ONLY).**
- 1) Owner shall provide to resident a DNA collection kit for each dog on the property. Resident is responsible for the cost of the kit at that time.
 - 2) Resident shall use the kit to cheek swab its dog in the presence of the owner's agent and provide the collected material to the owner's agent.
 - 3) Owner's agent shall provide the materials to its dog registration company.
 - 4) The resident shall affix the tag in the collection kit to the dog's collar to identify the dog as registered into the World Pet Registry and shall not allow the tag to be transferred to any other dog.
 - 5) Resident and owner shall be provided with the results of DNA testing in writing.
 - 6) In the event fecal matter from resident's dog is found on the property, resident agrees to be responsible for all testing and collection fees and costs incurred by the owner and shall pay a fine of: \$200.00 per occurrence within fourteen (14) days of being notified in writing by the owner or its agent that resident's dog's feces has been located on the property.
 - 7) Resident hereby agrees to indemnify, defend and hold owner harmless from any and all claims or causes of actions, including reasonable attorneys' fees, brought by any person or entity against the owner arising out of the registration, collection or testing of the resident's dog.
 - 8) Resident agrees to understanding of the property specific "No Pee & Poo Zone" diagram pictured in Exhibits A-F and agrees that the resident's dog will not urinate or defecate in anywhere within the orange zone.
 - a. **Exhibit A: SPACES Apartments**
 - b. **Exhibit B: ZAG Apartments**
 - c. **Exhibit C: 22 Floors Apartments**
 - d. **Exhibit D: 9ines Apartments**
 - e. **Exhibit E: 8 Street Apartments**
 - f. **Exhibit F: Joslyn Lofts Apartments**
 - g. **Exhibit G: bos Apartments**
 - 9) All of the terms and conditions of the Poo Prints Policy shall be incorporated by reference into the Lease Agreement and any breach of the terms and conditions of the Animal Addendum shall be construed a breach of the Lease Agreement. Any amounts due and owing the



BLUESTONE ANIMAL ADDENDUM

owner as a result of a fee imposed for the collection, testing and resulting fine associated with the Poo Prints Policy shall be considered additional rent under the parties' Lease Agreement.

19. **GENERAL.** Each resident who signed the Lease Agreement must sign this Animal Addendum. You, your occupants, guests and visitors must follow all animal rules and are liable for damages even if they do not own the animal. You also acknowledge that no other oral or written agreement exists regarding animals. This Animal Addendum and all other animal related documents are part of the main Lease Agreement.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below):

Dated: _____

Owner or Owner's Representative (signing on behalf of owner):

Dated: _____



BLUESTONE ANIMAL ADDENDUM

EXHIBIT A SPACES Apartments

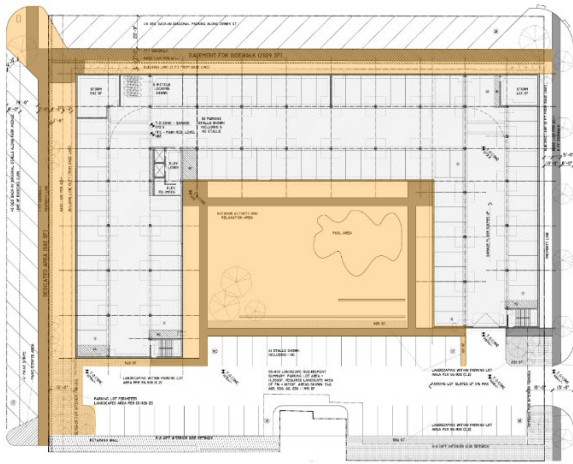
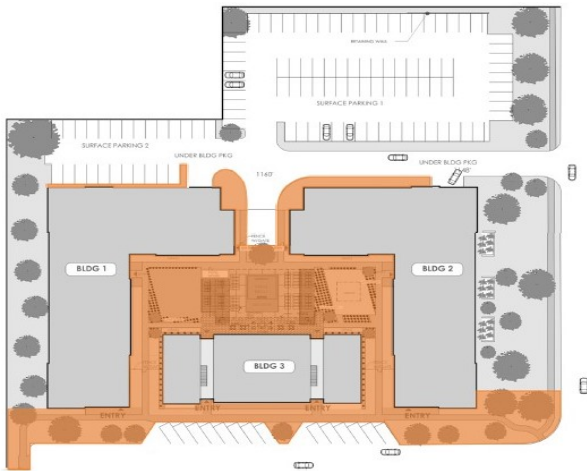


EXHIBIT B ZAG Apartments





BLUESTONE ANIMAL ADDENDUM

EXHIBIT C

22 Floors Apartments

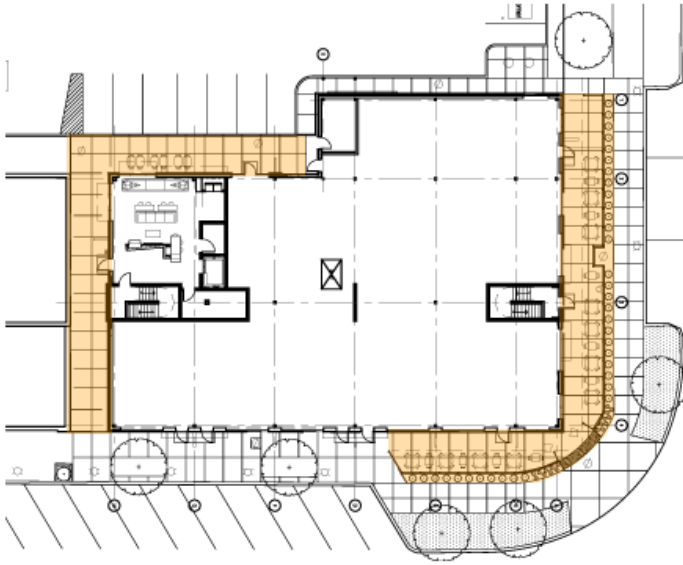
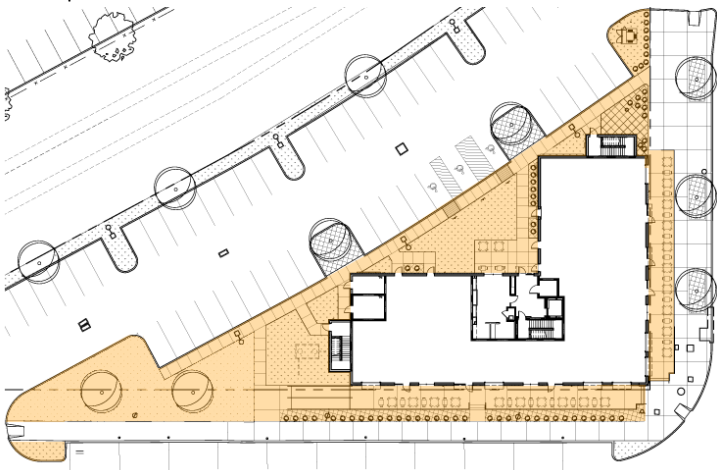


EXHIBIT D

9ines Apartments





BLUESTONE ANIMAL ADDENDUM

EXHIBIT E

8 Street Apartments

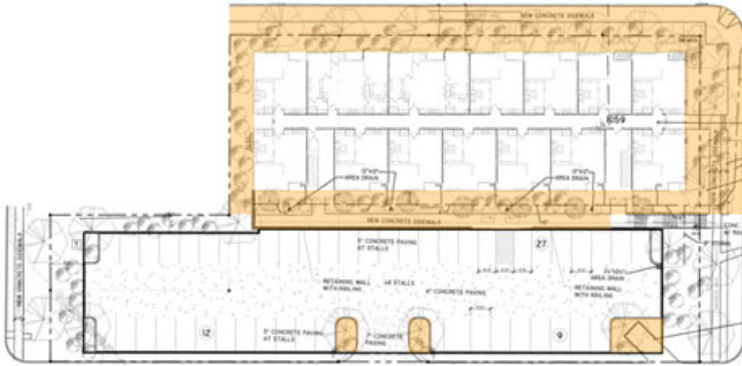
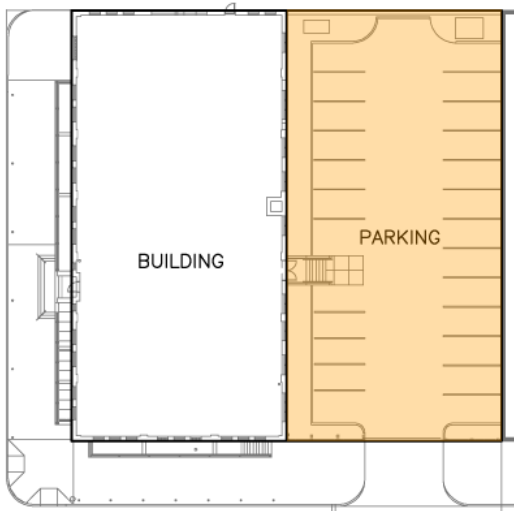


EXHIBIT F

Joslyn Loft Apartments



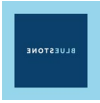


EXHIBIT G

bos Apartments

BLUESTONE ANIMAL ADDENDUM

