

LUTHERAN CENTER RESIDENT LEASE AGREEMENT

This LEASE AGREEMENT is entered into this ___th day of _____, 2021 by and between The Lutheran Center herein called "Landlord," and _____ herein called Tenant.

Pursuant to the terms of this Agreement and in accordance with the Rules and Regulations of the House and Property, a copy of which is attached as Exhibit A and is hereby incorporated into the terms of this Agreement, the Landlord agrees to lease the Tenant a single bedroom with a shared bathroom within the real property located at 535 N 16th Street, Lincoln, NE, 68508 (the "Property"). The Landlord further grants the Tenant general use of the 2nd floor housing Property (except for any bedrooms leased to other Tenants, the offices of the staff of The Lutheran Center, and the basement kitchen) in accordance with the terms herein.

The term of this Agreement shall commence on the ___th day of ___ 2021, and continue thereafter until midnight on the ___th day of ___2021, at which time this lease shall terminate.

The lease of the bedroom and general use of the Property are being granted to the Tenant on the following additional conditions:

I. Rent

Monthly rent payments in the sum of \$700.00 per month are due and payable between the first and fifth day of each month.

Monthly payments shall be made payable to "The Lutheran Center". It is expressly agreed that all rental payments will be in the form of check or sent via Venmo. If opting to pay by debit or credit card directly, a 2.5% fee equal to \$17.50 will be added to the cost of rent. (Cash will not be accepted as payment of rent.) Monthly payments received after the close of business on the fifth (5th) day of the month shall be considered late, are in breach of this Agreement, and subject to a late charge of \$50.00, unless otherwise agreed to between the Tenant and the Landlord. If the term of Lease Agreement begins after the first day of the month or ends before the last day of the month, the rent for that respective month will be prorated according to the number of days during which the Tenant will be residing on the Property.

II. Security & Cleaning Deposit

Upon the execution of this Lease, Tenant shall pay to Landlord, The Lutheran Center, a security and cleaning fee in the amount of 1 month's rent (\$700). Landlord will use the security and cleaning deposit to repair any damage to the Property caused by Tenant or his/her guests, to clean the Property upon termination of this Lease, and damages resulting from non-performance of any conditions of this agreement by Tenant. If no damage due to normal wear-and-tear is found, up to \$600 will be returned to the Tenant.

TENANT'S ACKNOWLEDGEMENT (initial) _____

III. Damage

In further consideration of this Lease, Tenant agrees to pay Landlord for any and all damages to the property caused by act or neglect of Tenant or Tenant's guests or invitees. The Landlord may cause work to be done in a workpersonlike manner and submit an itemized bill for the actual and reasonable cost on the next date when the rent is due, or if the rental agreement has been terminated, for immediate payment.

IV. Legal Obligation

Tenant hereby acknowledges that the Tenant has a legal obligation to pay the rent on time each and every month.

V. Pets

Tenant understands that the Tenant is not allowed to house personal pets on the premises. Emotional Support Animals, or ESAs, and service animals will be considered on a case-by-case basis and with the approval of The Lutheran Center Governance Council or the Campus Pastor. Official documentation to support the ESA will be required if approved.

VI. Non-Assignability of this Agreement

Tenant agrees not to assign this agreement and not to attempt to sublet any part of the Property.

VII. Tenant Responsibility

Tenant agrees to maintain the Tenant's bedroom in a clean and sanitary condition. Tenant also agrees to take responsibility for cleaning the bathroom connected to the Tenant's bedroom in conjunction with any other tenants who may share that bathroom with the Tenant. The Tenant also agrees to be responsible for the cleanliness of the guest bathroom that is part of the housing unit. Tenant further agrees to share responsibility for the cleanliness of the remainder of the Property to which the Tenant has been granted the right of general use. In doing so, the Tenant agrees to assist in any general work days scheduled to provide for the general cleanliness and upkeep of the Property as outlined in the "Covenants" document. Tenant further agrees not to permit any deterioration or destruction of the Property while Tenant occupies the Property.

At the conclusion of the term of this Agreement, Tenant agrees to thoroughly clean the Tenant's bedroom and connecting bathroom. In addition, Tenant agrees to assist the other tenants in thoroughly cleaning the remainder of the Property to which the Tenant has been granted the right of general use.

VIII. Tenant's Property & Property Insurance

Tenant agrees that neither the Landlord, including their respective agents, employees, directors, and officers, will be held responsible for any loss or damage of Tenant's property. Landlord will not provide fire or other casualty insurance for Tenant's personal property.

Tenant is advised to obtain coverage for the Tenant's own protection. Tenant agrees not to make any claim against the Landlord including their respective agents, employees, directors, and officers.

TENANT'S ACKNOWLEDGEMENT (initial) _____

IX. Security

Tenant is responsible for the tenant's safety and security. Tenant hereby states that the Tenant has inspected the premises and has determined to the Tenant's satisfaction that the smoke detectors, door locks and latches, window locks and latches, security system, and any other security devices are adequate and in proper working order. If a repair is needed, the Tenant agrees to promptly inform the Landlord or its agent in writing.

Tenant further acknowledges that the Landlord guarantee, warrant, or assure the personal security of the Tenant.

X. Abandonment of Personal Property

Personal Property remaining fifteen (15) days after the Tenant's unexplained absence or the termination of this lease agreement shall be evidence of abandonment of personal property remaining.

The Landlord is then expressly authorized to enter, remove and store all personal items belonging to Tenant. If Tenant does not claim or make arrangements to claim said personal property within an additional fifteen (15) days, Landlord may sell or dispose of said personal property, which any proceeds from sale shall be forfeited to the Landlord.

XI. Termination of Lease

Tenant shall have the right to cancel this agreement at any time during the term of this lease upon giving Landlord or its agent thirty (30) days advance written notice and upon paying to Landlord all sums due to Landlord, plus liquidating damages, consisting of a termination payment equal to one (1) month's rent.

XII. Environmental

Tenant agrees not to disturb any of the building materials on the property and agrees that if the ceiling, floor, walls, HVAC, electrical or plumbing systems are damaged or disturbed, Tenant will notify Landlord or the Housing Resident Advisor within 24 hours.

XIII. Alterations

Tenant shall make no alterations, additions, or improvements to the premises without Landlord's prior written approval. All alterations, additions, or improvements to the premises shall become the Landlord's property, and shall remain upon the premises and be surrendered to the Landlord with said premises at the end of the term of this Agreement.

XIV. The Lutheran Center Mission

Tenant understands that the mission of The Lutheran Center and the community residing on the Property is "to create a location where authentic, intentional Christian community is fostered, the Good, True, and Beautiful is pursued, and the growth of the entire person is encouraged." In furtherance of this mission, The Lutheran Center seeks to provide a venue for study, dialogue, artistic and creative endeavor, and ecumenical Christian community. Moreover, The Lutheran Center community will strive to continually offer a clean and comfortable place of prayer, retreat, and hospitality for its residents and guests.

TENANT'S ACKNOWLEDGEMENT (initial) _____

XV. Hold Harmless

Tenant will not hold The Lutheran Center or its parent organization, Nebraska Lutheran Campus Ministry, Inc. (a current list of NeLCM and Lutheran Center Board of Directors and Staff is available on our website -- lutherancenterunl.com) responsible for any injury sustained while on the property or for any negligence on the part of The Lutheran Center (or current NeLCM or Lutheran Center Board of Directors and Staff).

XVI. Acknowledgment

Tenant acknowledges that the Tenant has read and understands the terms of this Agreement, including the Rules and Regulations contained on Exhibit A and incorporated herein.

Accepted this ____ th day of _____, 2021.

Adam White
Campus Pastor, The Lutheran Center

_____ (signature)
2021-2022 Lutheran Center Resident

_____ (printed name)
2021-2022 Lutheran Center Resident

EXHIBIT A

to The Lutheran Center Resident Lease Agreement
Rules and Regulations of the House and Property at

535 N 16th St
Lincoln, NE 68508

To be read and agreed to by people leasing a room in the house for the 2021-2022 year. This is an honest attempt at making fair rules for the use of both the house and property at 535 N 16th St. While most important items have been covered, this is a not complete list of rules and this can be changed and amended at any time.

The Lutheran Center, and its Campus Pastor, is the landlord and is allowed free access to the house, property, and any public room in the Upper Room therein at any time on any day during the term of the usage of the property at 535 N 16th St, Lincoln, NE 68508. The Landlord or any Lutheran Center staff will not enter private student rooms unless an emergency warrants. And, in the case of an emergency, the Landlord will enter accompanied by the Resident Advisor.

I. Guests

- Tenants hosting overnight guests should alert their fellow housemates in advance and make every effort to introduce them to others residing in the house. This means: alerting the rest of the community 24-48 hours in advance of an overnight guest, notifying the Lutheran Center Housing Resident Advisor 24-48 hours in advance of the plans for an overnight guest, and, if possible, introducing the guest to each resident. Tenants and their guests should also be sensitive to such issues as noise, exclusivity, and possible roommates' concerns.

II. Personal Items and Common Area

- Residents must recognize that the mission of The Lutheran Center requires that The Lutheran Center, both the upstairs housing community and the remainder of the ministry spaces be kept clean and free of personal items not currently being used by a resident. This means that all personal items should be kept in resident's room or upstairs study area especially during public events being held at The Lutheran Center.

III. Substances

- Residents must recognize the possible effects of the consumption of alcohol upon other residents and The Lutheran Center. Therefore, consumption of alcohol is prohibited to all residents and guests.
- The smoking of tobacco or vaping is restricted on the Property as the University of Nebraska-Lincoln campus is smoke-free.
- Consumption of all illegal substances on The Lutheran Center premises is strictly prohibited.
- Tenant will not have or allow fires of any kind (including fireworks or anything that emits smoke such as incense or sage bundles) anywhere on the property.

TENANT'S ACKNOWLEDGEMENT (initial) _____

IV. Relationships

- When outside romantic relationships are brought into The Lutheran Center these interactions should be conducted with the utmost respect for The Lutheran Center and fellow residents.

V. Firearms Policy

- Firearms Policy- we are a firearms free zone at The Lutheran Center.

VI. Hold Harmless

- Tenant will not hold The Lutheran Center or its parent organization, Nebraska Lutheran Campus Ministry, Inc. (a current list of NeLCM and Lutheran Center Board of Directors and Staff is available on our website -- lutherancenterunl.com) responsible for any injury sustained while on the property or for any negligence on the part of The Lutheran Center (or current NeLCM or Lutheran Center Board of Directors and Staff).

VII. Miscellaneous Requirements

- Turn off all lights when not in use.
- All exterior doors and doors that lead directly into the Lutheran Center housing on the 2nd floor are on an automated locking system. Only residents with keycards and designated Lutheran Center staff will have access to these keycards.
- Do not give access cards to the house or to any part of the Property or its grounds to anyone without consent from the Campus Pastor or the Upper Room Resident Advisor of The Lutheran Center.
- If anything important happens at the house concerning security, or general maintenance of the house, alert the Campus Pastor of The Lutheran Center, immediately (Pastor Adam White (402-469-3650)). In addition, if something as serious as a fire or break-in occurs, please call 911 FIRST.
 - Examples of times in which it would be necessary to call the Campus Pastor:
 - plumbing issues where water leaks onto the floor or in a bathroom
 - an intruder is thought to be on the property or in the house
 - the house or any part of the property catches on fire
- If something happens that is NOT an emergency (i.e. not a reason to call 911) and the Campus Pastor is not reachable by telephone, please call Jon Fredricks, Executive Director of Nebraska Lutheran Campus Ministry at (402) 719-5490.

TENANT'S ACKNOWLEDGEMENT (initial) _____