

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

RENTAL AGREEMENT

This agreement made and entered into this __ day of _____, _____, by and between the State of Nebraska, Department of Roads, hereinafter referred to as the STATE and _____ of _____, Nebraska, hereinafter referred to as the TENANT.

WITNESSETH, that the STATE has this day rented unto the TENANT the following described premises, to wit:

on a month to month basis on the following terms and conditions, to wit: For the use and rent of said premises the TENANT hereby agrees to pay the STATE the sum of \$** for the period of (month), (day), (year) to (month),(day),(year), and thereafter the sum of \$** per month, and to pay the same in advance of the first day of each month beginning (month),(day),(year).

The TENANT will pay all rent and charges for water, gas, electricity and other utilities that shall become due on the premises during the period of this rental agreement; that the TENANT will use the premises as a ***** and for no other purpose whatever and will not sell, assign, underlet, sublet or relinquish said premises without the written consent of the STATE, under penalty of forfeiture of all rights under this agreement, at the election of the STATE; that the TENANT will repair all injuries or damages done to the premises during his, her or their occupancy, or pay for the same; that all of the TENANT'S property, whether subject to legal exemption or not, shall be bound and subject to the payment of rent and damages thereof; that the TENANT will comply with all city ordinances, will take good care of the buildings and premises and keep them free from filth, danger of fire, or any nuisance and will keep the sidewalks free from ice and snow; and finally, at the end of the TENANT'S term, TENANT will surrender to the STATE the peaceable possession of said premises with all keys, bolts, latches and repairs, if any, in as good a condition as the same was received, the usual wear and providential destruction excepted.

The Grantee, for themselves, their heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land", that in the event facilities are constructed, maintained, or otherwise operated on said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Grantee, for themselves, their heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant

running with the land”, that (1) no person on the ground of race, color, or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the nondiscrimination covenants, the Nebraska Department of Roads shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Nebraska Department of Roads and its assigns.

That to insure the observance of the above covenants, the State shall have the right to prevent the breach thereof by an injunction, mandatory or otherwise, and to recover whatever damages may have been suffered from any such breach, together with any attorney fees and expenses incurred thereby.

For Relocation purposes, the TENANT is classified as a subsequent renter and therefore, ONLY eligible for advisory services.

The STATE reserves the right to physically inspect the premises on the first Tuesday of each month, between the hours of 8:00 a.m. to 6:00 p.m., and this provision constitutes written notice in advance of each inspection, to which TENANT agrees.

The TENANT may vacate the premises at any time upon giving the STATE 30 days written notice and further agrees to vacate, surrender and relinquish said premises to the STATE within 30 days after receipt of notice in writing from the STATE to vacate the same. It being agreed that said notice may be given on any day of the month and that the TENANT shall vacated 30 days irrespective of the dates and periods when the TENANT pays rent to the STATE.

Should the TENANT be asked to vacate on or before the last day of any calendar month, it is agreed between the parties that the rental for said month shall be prorated according to the number of days in the month which the TENANT is allowed to remain in and on said premises.

It is agreed between the parties that the failure of the TENANT to pay rental to the STATE on the first day of each calendar month, shall, at the option of the STATE, subject such TENANT to vacate the premises immediately, without any notice, whatsoever, and to relinquish all rights and interest in said premises of whatever nature and kind, including legal and equitable rights.

IN WITNESS WHEREOF, the TENANT and STATE have hereto subscribed their signature on the date first above mentioned.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

TENANT

By: _____
Right of Way Manager

Address

All rents to be made payable to the State of Nebraska and sent to:

STATE OF NEBRASKA, DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
PO Box 94759
LINCOLN, NEBRASKA 68509
Attn: Property Management