

Addendum to Rental Agreement  
Activity Creating A  
Serious and Clear Danger and/or Criminal Activity

This addendum forms a part of a Rental Agreement between the Tenant and the Landlord for the premises located at: \_\_\_\_\_

Tenant specifically covenants that:

- A. Tenant and the Tenant's family, guests and agents shall comply with and abide by any federal, state, or municipal statute, ordinance, order, or regulation concerning the use and safety of the premises.
- B. Tenant and the Tenant's family, guests and agents shall not allow any use, sale, distribution, trafficking, or storage of controlled substances, when such use, sale, distribution, or storage constitutes a violation of any federal, state, or municipal statute, ordinance, order, or regulation.
- C. Tenant and the Tenant's family, guests and agents shall not engage in any illegal activity on the Premises and shall not allow any violent criminal activity to take place on the premises. Neither Tenant nor the Tenant's family, guests and agents shall engage in any illegal activity on any other property owned, occupied or managed by Landlord.
- D. In the event the Tenant violates any portion of this paragraph, or if Tenant allows a violation to occur on the Premises, or if any violation of this paragraph occurs within Tenant's area of control or if the Tenant's family, guest or agent shall violate this paragraph, such violation shall constitute a irreparable and material violation of the lease, and the lease shall immediately terminate and the Tenant must vacate the premises upon three days notice to Tenant. The Landlord's right to terminate shall not be affected by the seriousness of the violation nor by the fact that such offense may have occurred only one time.
- E. Damages. In addition to or independent of terminating the lease as provided for herein, Landlord may require the tenant, as additional rent, to pay the sum of \$ \_\_\_\_\_ {not to exceed three times one month's rent} as damages for breach of lease by allowing such serious and clear danger.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Instructions for: Addendum to Rental Agreement, Activity Creating A Serious and Clear Danger and/or Criminal Activity

When to use this form: Landlords may incorporate this form into the rental agreement as an addendum or adapted into the actual rental agreement.

Warnings: The Nebraska Statutes do not specifically provide for a “serious and clear” danger eviction. Thus the addendum may be unenforceable.

How to implement: The addendum must be signed either at the commencement of the rental agreement or by giving at least 30 days notice of the new lease provision.

Use: In the event that the tenant breaches the terms of the addendum the landlord may choose to serve a Notice to Vacate which gives the tenant 3 days to vacate the premises, no right to cure. The theory is that the tenant has voided the lease by breaching the addendum. As noted above, although the public housing authorities have a similar provision in their laws, private landlords do not. Thus the termination of the rental agreement may not be enforceable. You should use addendum and notice only with specific legal advice. If proceeding to evict the tenant under the addendum, and notice to vacate, after a holdover, an eviction action pursuant to Neb. R.R.S. §25-21,219 may have to be commenced. Trial will be scheduled no less than 10 days, nor more than 14 days after the filing of the Petition. If the landlord is successful in obtaining a judgment for possession, the Sheriff or Constable has up to 10 days to execute the Writ of Restitution restoring the premises to the landlord. Note that the Disposition of Personal Property Landlord and Tenant Act may apply.

Instructions for: Notice to Vacate, Unlawful Holdover

When to use this form: In any case where a tenant, other than a tenant as defined in the Uniform Landlord and Tenant Act, is holding over after the term has expired or when the tenant has failed to pay rent. In all cases where of real estate sales or executions or other judicial process when the judgment debtor was in possession at the time of the judgment, in cases of partition and where the defendant is a settler or occupier of lands or tenements without color of title, and to which the owner has the right of possession. See Neb. R.R.S. §25-21,220. When an occupant of residential property, which is not a party to a rental agreement, refuses to leave peaceably, they may be served a Notice to Vacate. Terminated employees of landlords whose residency is dependant on employment and who have not signed a lease are usually considered exempt from the Landlord and Tenant act and could be served a three day notice for termination of the tenancy.

How to use this form: The landlord, must notify the adverse party to leave the premises and serve the notice at least three days before commencing the eviction action. Fill in the names of the known occupants and serve a copy on each occupant of the property.

How to serve: The notice must be served either by:

- 1) leaving a written copy with the adverse party, or
- 2) leaving a written copy at his usual place of abode, or
- 3) leaving a written copy at or posting at the premises unlawfully occupied.

Note that the notice may not be mailed.

Procedure: In the event that the tenant refuses to vacate the premises following the proper service of the notice, an eviction action pursuant to Neb. R.R.S. §25-21,219 may have to be commenced. Trial will be scheduled no less than 10 days, nor more than 14 days after the filing of the Petition. If the landlord is successful in obtaining a judgment for possession, the Sheriff or Constable has up to 10 days to execute the Writ of Restitution restoring the premises to the landlord. Note that if the property concerns residential property, the Disposition of Personal Property Landlord and Tenant Act may apply.

NOTICE TO VACATE  
Unlawful Holdover

To: \_\_\_\_\_

and all Occupants of: \_\_\_\_\_ (address)

Pursuant to Neb. R.R.S 25-21,221 you are hereby notified that you are required to leave the premises located at: \_\_\_\_\_

If you fail to vacate the premises, an action for possession of the premises is authorized to be commenced three days after service of this notice.

This notice shall not constitute a waiver of any other notice issued prior hereto or concurrently with this notice. All prior or concurrent notices shall be cumulative and all rights are hereby reserved to proceed on any or all notices, independently or collectively.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was delivered to the above named persons on: \_\_\_\_\_ by \_\_\_\_\_ leaving a copy of the notice with the above named persons \_\_\_\_\_ posting at the detained premises

\_\_\_\_\_