**RESIDENTIAL LEASE AGREEMENT**

For

(Property Address)

**1/. This Agreement** is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_ **between Hermann Nguyen Trust/John Lovejoy** (collectively hereinafter, “OWNER” and/or “LANDLORD”) legal owners of the property AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(collectively, “TENANT”), which parties hereby agree to as follows:

**2/.** **PREMISES**: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the terms and conditions of the Lease, the Premises known and designated as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Premises”), Premise Mail Box # \_\_\_\_, Parking Space # \_\_\_\_\_\_\_.

**3/.** **TERM**: The term hereof shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a total rent of $ \_\_\_\_\_\_US Dollars **per year** .Lease is renewed annually, terms and conditions may change if necessary, until either party shall terminate the Lease by giving the other party thirty (30) days written notice.

**4/.**  **RENT**: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of $ \_\_\_\_\_\_\_US Dollars (one thousand etc…) **per month**, on the first day of each calendar month, at the Premises.

**5/.** **SUMMARY**: The Initial rents, charges and deposits are as follows:

Total Received Balance Due

Rent: from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Pre-paid Rent $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Pro-Rated rent for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Security Deposit (refundable) $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Key Deposit (refundable) $\_\_150\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Credit Application Fee (non-refundable) $\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Cleaning Deposit (refundable) $\_\_350\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

Pet Deposit (nonrefundable) $\_\_\_350\_\_\_ $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

TOTAL $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

**6/.** **ADDITIONAL MONIES DUE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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**7/.** **ADDITIONAL FEES:**

A/. **LATE FEES**: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of $100.00 plus $10.00 per day for each day after 3 days that the sum was due. Such amounts shall be considered to be rent.

B/. **PAYMENT METHODS**: Rent payment shall be made by either Cash, Cashier Check, Venmo or CashApp.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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C/. **ADDITIONAL RENT**: All late fees shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or any fees owned by TENANT, including but not limited to notice fees, attorney’s fees, repair bills, utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed.

TENANT’s failure to pay the full amount for a period may result in the initiation of eviction proceedings.

LANDLORD’s acceptance of any late fee shall not act as a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

**8/.** **SECURITY DEPOSITS**: Upon execution of this Agreement,

TENANTS’ NAMES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shall deposit with LANDLORD as a Security Deposit the sum stated in Paragraph 5**. TENANT shall not apply the Security Deposit to, or in lieu of, rent**. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in Paragraph 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the Security Deposit. Pursuant to NRS. 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT’S family, agents, visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (in addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including tile and grout). Upon request by Landlord, Tenant much furnish receipts for professional cleaning services.

**9/.** **CONDITION OF PREMISES**: TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean and rentable condition.

**10/.** **TRUST ACCOUNTS**: All tenant’s deposit monies will be held in an interest-free bearing account.

**11/.** **EVICTION COSTS**: TENANT shall be charged an administrative fee of $150.00 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

**12/. KEYS:** Upon execution of the Agreement, TENANT shall receive the followings:

Gate Remote \_\_\_\_\_\_\_\_\_\_\_\_\_ Pool Key/Fob \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Door key(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mail Box key \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Garage Remote \_\_\_\_\_\_\_\_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT shall make a key deposit in the amount set forth in Paragraph 5 upon execution of this Agreement. The key deposit will be refunded within 30 days of TENANT’s return of all keys to LANDLORD**. No duplication of key or Lock change without LANDLORD’S approval.**

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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**13/.** **CONVEYANCES AND USES**: TENANT shall not assign, sublet or transfer TENANT’s interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or garage or yard shall be used at any time during the term of the Lease for any purpose of carrying on any business, profession, or trade of any kind, or any purposes other than as a private single-family residence.

TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowner associations, if any, with respect to the Premises. TENANT understand and acknowledges that they are NOT permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall NOT commit waste, cause excessive noise, create a nuisance or disturb others.

**14/. OCCUPANTS**: Occupants of the Premises shall be limited to \_\_\_\_\_\_\_\_ persons and shall be used solely for housing accommodations and for no other purposes. TENANT represents that the following person(s) will live in the Premises:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**15/. GUESTS**: The TENANT agrees to pay the sum of $10.00 per day for EACH guest remaining on the Premises more than fifteen (15) days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than thirty (30) days.

**16/.** **UTILLITES:**

a/. TENANT shall immediately connect all utilities and services of Premises upon commencement of Lease. TENANT is to pay when due all utilities and other charges in connection with TENANT’s individual rented Premises. **TENANT is responsible to connect the following utilities in TENANT’s name within 3 business days of occupancy**. Responsibility is described as follows:

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Electricity \_\_\_\_\_\_\_

Gas \_\_\_\_\_\_\_

Water \_\_\_\_\_\_\_  
 Trash \_\_\_\_\_\_\_

Sewer \_\_\_\_\_\_\_

Cable/Internet \_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_

Association fees\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_

b/. LANDLORD will maintain the connection of the following utilities in LANDLORD’s name and bill TENANT for connection fees and use accordingly for the entire term of the Lease: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c/. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD’s written consent. In the event of LANDLORD’s consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of the Agreement.

d/. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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e/. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER’S ASSOCIATION DUES. TENANTS must show all utilities giving service to said property have a zero (0) balance upon move out.

**17/.** **PEST NOTICE**: TENANT understand that various pets, rodent and insect species (collectively, “PESTS”) exist in Southern Nevada. Pests may include, but are not limited to, scorpions, spiders, bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD at TENANT’S written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pests control spraying fees.

**18/.** **PETS**: NO pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet approval. Should written permission be granted for occupancy of the designated pet, an additional Security Deposit in the amount of $500.00 per pet will be required and paid by TENANT in advance subject to deposit terms and conditionals aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD’S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD prior to any pets being allowed within the Premises.

If TENANT obtains a pet without written permission of LANDLORD, such will be an event of DEFAULT under Paragraph 21. TENANT further agrees to pay an immediately fine of $500.00. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

**19/. RESTRICTIONS**: TENANT shall not keep or permit to be kept in, on, or about the Premises waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:

TENANT shall not conduct nor permit any work on vehicles on the Premises without the express written consent of the LANDLORD.

**20/**.  **ALTERATIONS**: TENANT shall make not alteration to the Premises without LANDLORD’s written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition, and removing any alterations or improvements if requested by LANDLORD or LANDLORD’s agent.

**21/.** **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT’s engagement in activity prohibited by this Agreement, or TENANT’s failure to comply with any and all applicable laws, shall be considered A DEFAULT hereunder.

Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice.

Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a/. FORFEITURE OF SECURITY DEPOSIT – DEFAULT: It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month’s rent or use or apply any such security deposit at any time in lieu of payment of rent.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligation of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days’ notice from the LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

**TENANT’S PERSONAL INFORMATION UPON DEFAULT**: TENANT understands and acknowledges that if TENANT defaults on the Lease, LANDLORD may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD/OWNER may give an Attorney or a Collection Agency TENANT’S personal information, including but not limited to, TENANT’S social security number or any other information to aid in collection efforts AND holds LANDLORD/AGENT/OWNER harmless from any liability in relation to the release of any personal information to these entities.

**In addition to the default amount,** **TENANT understands and acknowledges that TENANT is responsible for any costs and fees incurred thereby, including, but not limited to reasonable Attorney’s and Collection agency’s fee and costs which LANDLORD engages to collect the debt upon TENANT’s default.**

**22/. ENFORCEMENT**: Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

**ABANDONEMENT:** LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the LANDLORD of an intended absence.

If at any time during the term of this Lease, TENANT abandoned the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD’s option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting.

At LANDLORD’s option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting.

LANDLORD also may dispose of any of TENANT’s abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

**23/.** **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT’s intention to vacate the Premises. **Such notice shall be in writing and shall be provided to LANDLORD \*PRIOR TO\* the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this agreement.**

In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by **25%**.

**24/**. **TERMINATION**: Upon termination of the Tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT’S property. TENANT shall return all keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear expected.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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**25/**. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: N/A at this time.

**26/.** **MAINTENANCE:** TENANT shall keep the Premise in a clean and good condition. **TENANT shall immediately report to the LANDLORD any defect or problem on the Premises within 24 hours of the occurrence**. TENANT understand that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage.

TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of $100.00.

TENANT agrees to pay for all repairs, replacements, and maintenance required by TENANT’s misconduct or negligence or that of TENANT’s family, pets, licenses, and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting, or the Premises in general. At LANDLORD’s option, such charges shall be paid immediately or be regarded as additional rent to be paid NO LATER than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

a/. TENANT shall change filters in the heating and air conditioning system at lease once every month, at TENANT’s own expenses. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT’S neglect will be the responsibility of TENANT.

b/. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT’S expense.

c/. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer problems that are NOT caused by TENANT.

d/. There \_\_\_is – OR - \_\_\_\_\_\_ is not a landscape contractor. In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees, and sprinkler system in good condition.

e/. There \_\_\_\_\_is-OR-\_\_\_\_\_is not a POOL contractor whose name and phone number are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is NOT being maintained by a contractor, TENANT agrees to maintain the pool, if any.

TENANT agrees to maintain the water level, sweep, clean and keep in good condition. IF TENANT fails to maintain pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with actual cost. SAID cost shall become actual rent.

f/. Smoking will **not be permitted** in the Premises, garage included. TENANT will be charged any cost incurred for the abatement of any damages by unauthorized smoking in the Premises.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenants initials\_\_\_\_\_\_\_\_ Landlord’s Initials\_\_\_\_\_\_

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**27/.** **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance review and business therein as requested by LANDLORD. IF TENANT fails to keep schedules appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month’s rent and be considered additional rent. TENANT shall not deny LANDLORD his/her right to reasonable entry to the PREMISES. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

a/. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD’s agent may display FOR SALE or FOR RENT or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic key box to show the Premises during the last 30 days of Lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

**28/.** **ASSOCIATIONS**: Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development (“the Association”) or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible **for any fines or penalties levied as a result of failure to do so by TENANT, TENANT’s family, licensees, or guests.** Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initiating this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD’s expenses, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days’ notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). (\_\_\_\_\_\_\_\_\_\_\_\_) (\_\_\_\_\_\_\_\_\_\_\_)

**29/. INVENTORY**: It is agreed that the following inventory is now on said premises:

Refrigerator \_\_\_ Stove\_\_\_\_\_ Microwave \_\_\_\_

Dishwasher\_\_\_ Washer\_\_\_\_\_ Dryer \_\_\_\_\_

Ceiling fans \_\_\_\_ Water conditioner Equip \_\_\_ Pool equipment \_\_

Alarm System\_\_\_\_\_ Garbage disposal \_\_\_\_\_\_ Spa equipment \_\_\_\_\_

Solar screen \_\_\_\_\_\_ Window covering \_\_\_\_\_\_\_\_\_ Floor covering \_\_\_\_\_

Gate remote \_\_\_\_\_ Garage opener \_\_\_\_\_ Auto sprinklers \_\_\_\_\_\_

TENANT acknowledges that any appliances that are on the Premises are for TENANT’S use and convenience. However, in the event of a breakdown of said appliance(s), TENANT acknowledges that LANDLORD or property manager and/or the owners are not responsible for any damages caused to TENANT’S personal property, to include spoilage of food, beverage or clothing, etc. as a result of said appliance break down.

**30/. INSURANCE**: **Tenant is required to purchase Renter’s Insurance**. LANDLORD. BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as **additional insured** on any such policy. **LANDLORD shall not be liable** for any **damage or injury** to TENANT or any other person **and** to any propertyoccurring on the Premises or any part therefore, or in common areas thereof. TENANT agrees to indemnify, defend or hold LANDLORD harmless from any claims for damages. **TENANT understands that LANDLORD is not responsible or liable for TENANT’s damaged personal property OR temporary housing whatsoever**. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT’s negligence of willful act, or that of TENANT’s family, agent, or visitor, there shall be **NO abatement of rent** corresponding with the time during which, and the extent to which, the Premises is damaged. If LANDLORD shall decide NOT to rebuild or repair, the term of **this Lease shall end and the rent shall be prorated** up to the time of the damage.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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TENANT hereby acknowledges that the OWNER of the subject property does have homeowner’s insurance. TENANT agrees to cooperate with homeowner and homeowner’s insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER’S insurance coverage under said policy.

**31/. ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: it is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff’s department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health of building departments. In addition, continuing violation of HOA RULES AND REGULATIONS will be considered a public nuisance and TENANT hereby agrees that such continuing violations shall be grounds for eviction.

**32/. ADDITIONAL RESPONSIBILITIES**:

a/. TENANT may install or replace screens at TENANT’S own expenses. Solar screen installation requires written permission from LANDLORD and the HOA Rules and Regulations. LANDLORD is not responsible for maintaining screens.

b/. With the exception of electric cooking devices, OUTDOOR COOKING WITH PORTABLE BBQ EQUIPMENT is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single-family home. The storage and/or use of any BBQ equipment is prohibited indoors, above the first floor, and within five (5) feet of any exterior building wall. Adult supervision is required at all time the BBQ equipment is generating heat.

c/. The Premises \_\_\_ will – OR - \_\_\_\_\_ will not be freshly painted before occupancy. If not freshly painted, the Premises \_\_\_\_ will -OR- \_\_\_\_\_ will not be touched up before occupancy. TENANT will be responsible for the costs of any holes or excessive dirt or smudges that will require repainting.

d/. TENANT agrees to coordinate transfer of utilities to LANDLORD/BROKDER/PROPERTY MANAGER no less than three (3) business days of vacating the Premises

e/. Locks may NOT be replaced or re-keyed without LANDLORD’s written consent.

f/. TENANT may conduct a risk assessment or inspection of the Premise for the presence of Lead-based paint and/or lead-based paint hazards at the TENANT’s expense for a period of ten (10) days after the execution of this Agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If TENANT for any reason fails to conduct such an assessment of inspection, then TENANT shall be deemed to have elected to lease the Premises “as is” and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten (10) days to elect to correct such deficiencies and/or hazards or to terminate this Agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer the attached Lead-Based Paint disclosure)

g/. TENANT may display the flag of the United States made of cloth/fabric or paper, from a pool/staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may at its option, with 30 days’ notice to TENANT, subject to Home owner’s Rules and Regulations, adopt additional rules and regulations governing the display of the flag of the United States.

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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h/. TENANT may display political signs subject to any applicable provisions of law governing the posting of pollical signs, and, if the Premises are located within a Common-interest-Community (CID), the provisions of NRS 116 and any governing documents related to the posting of pollical signs. All political signs exhibited must not be larger than 24 in x 36 in. LANDLORD may not exhibit any political signs on the Premises without TENANT’s consent. TENANT may exhibit as many pollical signs as desired, but may not exhibit more than one for each candidate, political party or ballot question.

i/. **DANGEROUS MATERIALS**. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

**33/. CHANGES MUST BE IN WRITING.** No changes, modifications, or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty (30) days’ notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are NO other promises, conditions, understandings, or other agreements, weather oral or written, relating to the subject matter of this Agreement.

**34/. CONFLICTS BETWEEN LEASE AND ADDENDUM**: In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the Addendum shall govern.

**35/. ATTORNEY’S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including but not limited to, reasonable attorney’s fees and costs.

**36/. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in Clark County where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

**37/. WAIVER**: Nothing contained in this Agreement shall be considered as waiving any of the LANDLORD’s or TENANT’s rights under the Laws of the State of Nevada.

**38/. MILIARY PROVISION:** In the event the TENANT is, or hereafter becomes a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD.

The TENANT shall also provide to the LANDLORD a copy of the official orders or letter signed by the TENANT’s commanding officer reflecting the change, which warrants termination under the clause. The TENANT will pay prorated rent for any days (he/she) occupy the Premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the Premises as described by law.

**45/. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:

Lease Addendum for Drug Free Housing \_\_\_\_\_\_

Lease Addendum for Illegal Activity \_\_\_\_\_\_\_\_\_

Smoke Detector Agreement \_\_\_\_\_\_\_\_\_\_

HOA Rules and Regulations \_\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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**46/. ADDITIONAL TERMS AND CONDITIONS:**

Renter’s insurance is required. Landlord’s names shall be an Additional Insured on Renter’s policy. See Section 30.

Eviction Costs: Tenant(s) will be responsible and liable for any related eviction costs incurred by Landlord (ie. Court fees, lawyer fees, eviction service fees, etc.)

Guest(s) can stay NO longer than 15 days. See Section 15

No sublet of the property to any individual who is not on the Lease.

Cleanliness is highly recommended to reduce pest infestation. See Section 17.

Upon moving out, Landlord requires the property to be professionally cleaned and Tenant will provide Landlord a receipt of such services.

No Pet will be allowed on the premise. It is considered a Lease Violation and ground for immediate eviction.

No car repair or business allowed on the premise.

No loud noise.

No modification to the property is allowed without Landlord’s consent.

Tenant’s utility bills will be transferred in/out of tenant’s name within 3 days of moving/out. There should not be an outstanding balance on any account with any utility companies.

**LANDLORD agrees to rent the Premises on the above terms and conditions.**

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Landlord’s Signature Date Landlord’s Signature Date

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Print Name Print Name

**TENANT agrees to rent the Premises on the above Terms and Conditions**

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Tenant’s signature Date Tenant’s Signature Date

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Print Name Print Name

Tenant’s Initial \_\_\_\_\_\_\_\_\_\_\_\_ Landlord’s Initial \_\_\_\_\_\_\_\_\_\_

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