



# RESIDENTIAL LEASE AGREEMENT



for

\_\_\_\_\_  
(Property Address)

1 **1. This AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between  
 2 OWNER'S Name: \_\_\_\_\_, OWNER'S Name: \_\_\_\_\_  
 3 (collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and  
 4 TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_  
 5 TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_  
 6 (collectively, "TENANT"), which parties hereby agree to as follows:  
 7

8 **2. PREMISES:** LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the  
 9 terms and conditions of the lease, the Premises known and designated as \_\_\_\_\_  
 10 ("the Premises"). Premises Mail Box # \_\_\_\_\_,  
 11 Parking Space # \_\_\_\_\_, Storage Unit # \_\_\_\_\_, Other \_\_\_\_\_.  
 12

13 **3. TERM:** The term hereof shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_, with  
 14 a total rent of \$ \_\_\_\_\_, then on a month-to-month basis thereafter, until either party shall terminate the  
 15 same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All calculation  
 16 based on 30 day month), as governed by paragraph 23 herein  
 17

18 **4. RENT:** TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of  
 19 \_\_\_\_\_ per month on the first day of each calendar month as Periodic Rent,  
 20 at \_\_\_\_\_ **6955 N. Durango Dr #1115-107 Las Vegas, Nevada 89149 or online payments**  
 21 or at such other place as LANDLORD may designate in writing.  
 22

23 **5. SUMMARY:** The initial rents, charges and deposits are as follows:

	Total	Received	Balance Due
27 Rent: From _____, To _____	\$ _____	\$ _____	\$ _____
28 Security Deposit	\$ _____	\$ _____	\$ _____
29 Key Deposit	\$ _____	\$ _____	\$ _____
30 Key Fee (non-refundable)	\$ _____	\$ _____	\$ _____
31 Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
32 Pet Deposit	\$ _____	\$ _____	\$ _____
33 Pet Fee (non-refundable)	\$ _____	\$ _____	\$ _____
34 Cleaning Deposit	\$ _____	\$ _____	\$ _____
35 Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
36 Additional Security	\$ _____	\$ _____	\$ _____
37 Utility Proration	\$ _____	\$ _____	\$ _____
38 Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
39 Pre-Paid Rent	\$ _____	\$ _____	\$ _____
40 Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
41 Other _____	\$ _____	\$ _____	\$ _____
42 Other _____	\$ _____	\$ _____	\$ _____
43 Other _____	\$ _____	\$ _____	\$ _____
44			
45 <b>TOTAL</b>	\$ _____	\$ _____	\$ _____
46			

Property \_\_\_\_\_  
 Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
 Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
 Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 6. ADDITIONAL MONIES DUE: \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_

6 7. ADDITIONAL FEES:

7  
8 A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
9 \$ \_\_\_\_\_ OR 5 % of the Periodic Rent.

10  
11 B. DISHONORED CHECKS: A charge of \$ 50 shall be imposed for each dishonored check made by  
12 TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a  
13 returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby  
14 agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments  
15 tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed  
16 to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal  
17 sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is  
18 tendered for the purpose of committing a fraud upon a creditor.

19  
20 C. ADDITIONAL RENT: All dishonored check charges shall be due when incurred and shall become additional  
21 rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or  
22 any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills,  
23 landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month  
24 after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction  
25 proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default  
26 of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other  
27 rights and remedies under this Agreement or as provided by law.

28  
29 8. SECURITY DEPOSITS: Upon execution of this Agreement,  
30 TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_  
31 TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_  
32 shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. TENANT shall not apply the  
33 Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the  
34 tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due  
35 LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of  
36 TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease  
37 term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT  
38 with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of  
39 premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to  
40 prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT  
41 identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the  
42 Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit  
43 to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above,  
44 to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including  
45 tile and grout.) Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.  
46

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

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

4 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration  
5 and bookkeeping fees.

6  
7 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ 900.00 per eviction attempt to offset  
8 the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related  
9 fees according to actual costs incurred.

10  
11 **12. CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

12 see Door key(s) \_\_\_\_\_ Garage Transmitter/Fob(s) \_\_\_\_\_ Pool Key(s)  
13 addm Mailbox key(s) \_\_\_\_\_ Gate Card/Fob(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
14 \_\_\_\_\_ Laundry Room key(s)) \_\_\_\_\_ Gate Transmitter/Fob(s) \_\_\_\_\_ Other(s) \_\_\_\_\_

15 TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.  
16 The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or  
17 LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

18  
19 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part  
20 thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT  
21 exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall  
22 be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade  
23 of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all  
24 the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and  
25 homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that  
26 they are not permitted to access the attic crawl space, roof or under the home or any other area of the property  
27 that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance  
28 or disturb others.

29  
30 **14. OCCUPANTS:** Occupants of the Premises shall be limited to \_\_\_\_\_ persons and shall be used solely for housing  
31 accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:  
32 **Legal Tenants:**  
33 **Occupants:**

34  
35 **15. GUESTS:** The TENANT agrees to pay the sum of \$ 25.00 per day for each guest remaining on the Premises  
36 more than 15 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more  
37 than 30 days.

38  
39 **16. UTILITIES:** TENANT shall immediately connect all utilities and services of premises upon commencement of lease.  
40 TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises.  
41 Responsibility is described as (T) for TENANT and (O) for Owner:

42 Electricity \_\_\_\_\_ Trash o Trash Can Rental: t Phone t  
43 Gas \_\_\_\_\_ Sewer o Cable t Other \_\_\_\_\_  
44 Water \_\_\_\_\_ Septic n/a Association Fees o Other \_\_\_\_\_

45  
46  
47 a. TENANT is responsible to connect the following utilities in TENANT'S name: \_\_\_\_\_

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

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 this 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.

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. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: Tenants are to maintain front, back and side yards at their expense unless otherwise noted.

**17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), 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 pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

**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 will be required and paid by TENANT in advance subject to deposit terms and conditions 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 or LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER 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 immediate fine of \$ 1000.00. 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:

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 **TENANT shall not conduct nor permit any work on vehicles on the premises without the express written**  
2 **consent of the Owner.**  
3

4 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent.  
5 Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the  
6 Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture  
7 permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD,  
8 TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or  
9 improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.  
10

11 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any  
12 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or  
13 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default,  
14 LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall  
15 issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related  
16 to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies  
17 available.  
18

19 a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not  
20 attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply  
21 any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit  
22 shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or  
23 deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT  
24 leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit  
25 shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the  
26 TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by  
27 TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from  
28 LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy  
29 available by law, equity or otherwise.

30 b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if  
31 TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection  
32 Agency. TENANT understands and acknowledges that LANDLORD/Owner may give an Attorney or a Collection  
33 Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any  
34 other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any  
35 liability in relation to the release of any personal information to these entities.  
36

37 **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver  
38 of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to  
39 waive any right of LANDLORD or affect any notice of termination or eviction.  
40

41  
42 a. **ABANDONMENT.** LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the  
43 Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic  
44 rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended  
45 absence.  
46  
47 b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the  
48 following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and  
2 may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may  
3 hold TENANT liable for any difference between the rent that would have been payable under this Lease during  
4 the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized  
5 by LANDLORD by means of such reletting.

6 LANDLORD also may dispose of any of TENANTS abandoned personal property, pursuant to Nevada law as  
7 LANDLORD deems appropriate, without liability to TENANT.  
8

9 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the  
10 Premises. **Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last**  
11 **month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days**  
12 **prior to the expiration of the term of this Agreement.** In the event TENANT fails to provide such notice, TENANT  
13 shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not  
14 authorized by LANDLORD, rent shall increase by 10.00 %.

15  
16 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall  
17 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the  
18 LANDLORD in good, clean and sanitary condition, normal wear excepted.  
19

20 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential  
21 services emergencies on behalf of the LANDLORD is as follows:  
22 **SMART Emergency number: 702.743.8544, www.managevegas.com, or Office**  
23 **702.750.9725 Monday-Friday 9am-5pm, Closed on Saturday, Sunday and all**  
24 **major holidays.**

25 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately  
26 report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any  
27 water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held  
28 responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be  
29 responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100.00. TENANT  
30 agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that  
31 of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused  
32 by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances,  
33 carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded  
34 as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT  
35 acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.  
36

37 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at  
38 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for  
39 major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT  
40 neglect will be the responsibility of TENANT.

41 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

42 c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer  
43 lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems  
44 that are not caused by TENANT.  
45  
46  
47

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 d. There \_\_\_\_\_ ~~is~~ **x** ~~is not~~ a landscape contractor whose name and phone number are as follows:  
2  
3

4 In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape  
5 contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of  
6 any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system  
7 in good condition.  
8

9 In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and  
10 trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and  
11 fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner,  
12 LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the  
13 actual cost. Said costs shall immediately become additional rent.  
14

15 e. There \_\_\_\_\_ ~~is~~ **x** ~~is not~~ a pool contractor whose name and phone number are as follows:  
16

17  
18 In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool  
19 maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed  
20 as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.  
21

22 In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any.  
23 TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to  
24 maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service  
25 and charge TENANT with the actual cost. Said costs shall become additional rent.  
26

27 f. Smoking \_\_\_\_\_ will or **x** will not be permitted in or about the Premises. TENANT will be charged any  
28 costs incurred for the abatement of any damages by unauthorized smoking in the Premises.  
29

30 **27. ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all  
31 reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic  
32 maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled  
33 appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred  
34 which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny  
35 LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of  
36 emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four  
37 (24) hours notification for entry, except in case of emergency.  
38

39 **a. DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may  
40 display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to  
41 prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the  
42 Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation  
43 necessary to facilitate the use of a lockbox.  
44

45 **28. ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners  
46 association planned unit development, condominium development ("the Association") or such, TENANT hereby  
47 agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations)  
48 of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

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 initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, 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. (Check if present; cross out if absent.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Refrigerator   | <input type="checkbox"/> Intercom System          | <input type="checkbox"/> Spa Equipment                  |
| <input checked="" type="checkbox"/> Stove  | <input type="checkbox"/> Alarm System             | <input checked="" type="checkbox"/> Auto Sprinklers     |
| <input type="checkbox"/> Microwave   | <input type="checkbox"/> Trash Compactor          | <input checked="" type="checkbox"/> Auto Garage Openers |
| <input checked="" type="checkbox"/> Disposal   | <input checked="" type="checkbox"/> Ceiling Fans  | <input type="checkbox"/> BBQ                            |
| <input checked="" type="checkbox"/> Dishwasher   | <input type="checkbox"/> Water Conditioner Equip. | <input type="checkbox"/> Solar Screens                  |
| <input checked="" type="checkbox"/> Washer   | <input checked="" type="checkbox"/> Dryer         | <input type="checkbox"/> Pool Equipment                 |
| <input checked="" type="checkbox"/> Garage Opener  | <input type="checkbox"/> Gate Remotes             | <input checked="" type="checkbox"/> Carpet              |
| <input type="checkbox"/> Trash Can(s) (circle one) owner provided / trash service provided |   |   |
| <input checked="" type="checkbox"/> Floor Coverings (specify type) <u>tile/vinyl</u>       |   |   |
| <input checked="" type="checkbox"/> Window Coverings (specify type) <u>blinds</u>          |   |   |
| <input type="checkbox"/>   | <input type="checkbox"/>                          | <input type="checkbox"/>                                |
| <input type="checkbox"/>   | <input type="checkbox"/>                          | <input type="checkbox"/>                                |

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

**30. INSURANCE:** TENANT  is ~~OR~~  is not required to purchase renter's insurance. LANDLORD BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANTs negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. 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 hereby acknowledges that the OWNER of the subject property does  or does not  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

Property \_\_\_\_\_  
 Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
 Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
 Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_



1 misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or  
2 safety codes or regulations may be reported to the government entity in our local area such as the code enforcement  
3 division of the county/city government or the local health or building departments. In addition continuing violations  
4 of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing  
5 HOA violations shall be grounds for eviction.  
6

7 **32. ADDITIONAL RESPONSIBILITIES:**  
8

- 9 a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written  
10 permission from LANDLORD. LANDLORD is not responsible for maintaining screens.  
11
- 12 b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is  
13 prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single  
14 family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and  
15 within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment  
16 is generating heat.  
17
- 18 c. The Premises \_\_\_\_\_ ~~will~~ **OR** ~~\_\_\_\_\_ will not~~ be freshly painted before occupancy. If not freshly painted, the  
19 Premises \_\_\_\_\_ ~~will~~ **OR** ~~\_\_\_\_\_ will not~~ be touched up before occupancy. TENANT will be responsible for the  
20 costs for any holes or excessive dirt or smudges that will require repainting.  
21
- 22 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY  
23 MANAGER no less than  5  business days of vacating the Premises.  
24
- 25 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and  
26 provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be  
27 responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any  
28 such replacement.  
29
- 30 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint  
31 and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this  
32 agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If  
33 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to  
34 have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an  
35 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will  
36 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then  
37 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of  
38 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was  
39 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)  
40
- 41 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a  
42 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to  
43 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.  
44
- 45 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of  
46 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing  
47 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches  
48 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may  
2 not exhibit more than one political sign for each candidate, political party or ballot question.  
3

4 i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing  
5 of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around  
6 the Premises or that might be considered hazardous.  
7

8 **33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid  
9 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes  
10 shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the  
11 Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.  
12 There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the  
13 subject matter of this Agreement.  
14

15 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum  
16 and any other provisions of this Agreement, the provisions of the addendum shall govern.  
17

18 **35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against  
19 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and  
20 costs.  
21

22 **36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in  
23 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.  
24

25 **37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or  
26 TENANT's rights under the laws of the State of Nevada.  
27

28 **38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable,  
29 such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.  
30

31 **39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall  
32 be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the  
33 law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of  
34 the evidence.  
35

36 **40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this  
37 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy  
38 of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS  
39 Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same  
40 document and all counterparts and copies will be construed together and will constitute one and the same instrument.  
41

42 **41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_  
43 is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the following interest, direct  
44 or indirect, in this transaction:  Principal (LANDLORD or TENANT) **-OR-**  family relationship or business  
45 interest: \_\_\_\_\_.  
46

47 **42. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:  
48

Property _____	_____	_____	_____
Owner's Name _____	_____	Owner's Name _____	_____
Tenant _____	Initials _____	Tenant _____	Initials _____
Tenant _____	Initials _____	Tenant _____	Initials _____

TENANT's Brokerage: Southwestern Management And Realty Team (SMART) Broker's Name: Mark A. Hall  
DESIGNATED PROPERTY MANAGER Shannon Gardner  
Agent's Name: Mark A. Hall Agent's License # B.042782  
Address: 150 N. Durango Drive, Suite 280 Las Vegas NV 89145  
Phone: 702.750.9725 Fax: 702.974.0191 Email: mark.hall@managevegas.com

LANDLORD's Brokerage: Southwestern Management And Realty Team (SMART) Broker's Name: Mark A. Hall  
DESIGNATED PROPERTY MANAGER Shannon Gardner  
Agent's Name: Mark A. Hall Agent's License # B.042782  
Address: 150 N. Durango Drive, Suite 280 Las Vegas NV 89145  
Phone: 702.750.9725 Fax: 702.974.0191 Email: mark.hall@managevegas.com

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE: Southwestern Management And Realty Team (SMART)  
BROKER: Mark A. Hall  
DESIGNATED PROPERTY MANAGER: Shannon Gardner  
Address: 6955 N. Durango Drive #1115-107 Las Vegas NV 89149  
Phone: 702.750.9725 Fax: 702.974.0191 Email: mark.hall@managevegas.com

TENANT: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

44. **MILITARY 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 a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this 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:

- A.  Lease Addendum for Drug Free Housing
- B.  Lease Addendum for Illegal Activity
- C.  Smoke Detector Agreement
- D.  HOA Rules and Regulations
- E.  Other: Foreclosure Addendum
- F.  Other: Addl. Terms & Conditions Addendum
- G.  Other: Pet Application
- H.  Other: \_\_\_\_\_

Property \_\_\_\_\_  
Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 **46. ADDITIONAL TERMS AND CONDITIONS:**  
2 **SEE ADDENDUM ATTACHED**

3  
4 **Landlord agrees to rent the Premises on the above terms and conditions.**

5	6	7	8	9	10	11	12
			LANDLORD/OWNER	DATE	LANDLORD/OWNER	DATE	
			OR Landlord's Authorized NRS 645		OR Landlord's Authorized NRS 645		
			Permitted Property Manager		Permitted Property Manager		
			_____	_____	_____	_____	
			PRINT NAME		PRINT NAME		

13  
14  
15 **Tenant agrees to rent the Premises on the above terms and conditions.**

16	17	18	19	20	21	22
			TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
			_____	_____	_____	_____
			PRINT NAME		PRINT NAME	

23	24	25	26	27	28	29
			TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
			_____	_____	_____	_____
			PRINT NAME		PRINT NAME	

<p><b>Real Estate Brokers and Designated Property Managers:</b></p> <p>A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.</p> <p>B. Agency relationships are confirmed in paragraph 42.</p>
---

Property _____	Owner's Name _____	Owner's Name _____
Tenant _____	Initials _____	Tenant _____
Tenant _____	Initials _____	Tenant _____
		Initials _____