



# RESIDENTIAL LEASE AGREEMENT

for



(Property Address)

1 **1. This Lease 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 Agreement, 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 calculations  
16 shall be 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 \_\_\_\_\_ **online payments or 6955 N Durango Dr #1115-107, Las Vegas, Nevada 89149**  
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:  
24

	Total	Received	Balance Due
Rent: From _____, To _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Pet Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer and/or Trash Proration	\$ _____	\$ _____	\$ _____
Pre-Paid Rent	\$ _____	\$ _____	\$ _____
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other <b>Annual Administrative Fee</b>	\$ <b>150.00</b>	\$ _____	\$ <b>150.00</b>
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ <b>150.00</b>	\$ _____	\$ <b>150.00</b>

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

6. ADDITIONAL MONIES DUE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. ADDITIONAL FEES:

A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 0.00 OR 5 % of the Periodic Rent. Late fees begin on the 5th day.

B. DISHONORED PAYMENTS: A charge of \$ 50.00 shall be imposed for each dishonored payment (check, electronic payment, etc.) made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned payment with certified funds (i.e., cashier's check or money order). After TENANT has tendered payment, which is dishonored, TENANT hereby agrees to pay all remaining payments monies owed under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. ADDITIONAL RENT: All dishonored payment charges shall be due when incurred. **Payments will be applied to charges in the order accumulated.** All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attempt to evict fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills, and CIC fines will become due 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 or dishonored check 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,

TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_  
TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_

shall deposit with ☐ LANDLORD ☒ BROKER 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. Within thirty (30) days of termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining deposits (if any). In the event of damage to the Premises caused by TENANT or TENANT's family, agents or 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.) TENANT ☒ is required ☐ is NOT required to furnish receipts for licensed professional cleaning services to LANDLORD.

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

f. Other: Tenants are to maintain front, back and side yards at their own 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 service. TENANT agrees to pay for the monthly pest control service 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 ☐ pet deposit or pet cleaning fee ☒ 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 \$ 1,000.00 for such unauthorized pet. LANDLORD reserves the right to accept or deny this pet, but ONLY AFTER THE AFOREMENTIONED FINE IS PAID. Once Tenant pays the fine, TENANT may complete an Application for Pet Approval, which will be treated as if no breach had occurred. 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 _____	Initials _____	Tenant _____	Initials _____
Tenant _____	Initials _____	Tenant _____	Initials _____

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 no alterations 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 BROKER/DESIGNATED PROPERTY MANAGER.

**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. 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 obligations 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 LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if TENANT defaults on Lease Agreement, 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, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

**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.

a. **ABANDONMENT.** 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 notified the landlord in writing of an intended absence.

b. If at any time during the term of this Lease, TENANT abandons 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

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

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 TENANTs 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 10 %.

**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 keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

**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: SMART Emergency number: 702.743.8544  
www.managevegas.com or office 702.750.9725 Monday through Friday 9 AM to 5 PM  
Closed on Saturday, Sunday and all major holidays

**26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands 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 all

☐ **MINOR** repairs necessary to the Premises up to and including the cost of \$ 0.00

☐ **Home Warranty Deductible(s)**

☐ **Maintenance Copay(s)**

TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees 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 systems at least once every month, at TENANT's own expense. 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 or due to TENANT neglect will be the responsibility of TENANT.

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

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

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

d. There \_\_\_\_\_ is ~~OR~~ ☒ is not a landscape contractor whose name and phone number are as follows:

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.

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

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. LANDLORD-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 the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional due in the month following the charges accruing.

f. Smoking \_\_\_\_\_ will or ☒ will not be permitted in or about the Premises, this shall include any attached or detached garage(s), shed(s) or similar. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

**27. SMOKE DETECTOR AGREEMENT** LANDLORD and TENANT agree that the premises are equipped with smoke detection device(s). TENANT shall agree as follows:

- a. It is agreed that TENANT will test the smoke detector(s) within twenty four (24) hours after occupancy and inform LANDLORD or his/her Agent immediately if detector(s) is/are not working properly.
- b. It is agreed that TENANT will be responsible for testing smoke detector(s) weekly by pushing the "push to test" button on the detector for about five (5) seconds. To be operating properly, the alarm will sound when the button is pushed.
- c. TENANT understands that said smoke detector(s) is/are a battery operated unit and it shall be TENANT'S responsibility to ensure that the battery is in operating condition at all times. If after replacing battery, any smoke detector(s) will not operate or has no sound, TENANT must inform LANDLORD or his/her Agent immediately in writing.
- d. LANDLORD and his/her Agent recommend that TENANT provide and maintain a fire extinguisher on the premises.

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

- e. The undersigned have read the above agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of said agreement.
- f. TENANT shall not under any circumstances remove, disable or tamper with any smoke detection device(s).

**28. 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 reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become due in the month following the charge's occurrence. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD 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 Agreement, 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 keybox to show the Premises during the last 30 days of lease.

**29. ASSOCIATIONS:** Should the Premises described herein be a part of a Common Interest Community (CIC), Homeowners Association (HOA), Planned Unit Development (PUD), condominium development ("Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING, but not limited to, Declarations, Bylaws, Articles, Rules and Regulations or Covenants Conditions and Restrictions) 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 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). Init. [ ] Init. [ ] Init. [ ] Init. [ ]

**30. INVENTORY:** It is agreed that the following inventory is now on said Premises. (Check if present)

<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 checked="" 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/Laminate</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>Blinds and/or drapes</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,

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

LANDLORD 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.

**31. 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 TENANT's 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.

**32. DRUG-FREE HOUSING AND GENERAL PROHIBITION OF ILLEGAL ACTIVITIES:** TENANT and any member of TENANT'S household or any guest shall not engage in any criminal or illegal activity, including but not limited to, illegal drug related activity, gang related activity, or acts of violence on or near the subject Premises.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. §802). "Acts of violence" includes, but is not limited to, the unlawful discharge of firearms, on or near the Premises. Any and all firearms on the Premises must be stored properly pursuant to Nevada law.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the Lease Agreement. It is understood and agreed that a single violation shall be cause for termination of the Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**33. ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace window screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining window screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing 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 barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises ☐ has **–OR–** ☒ has not been 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 for any holes or excessive dirt or smudges that will require repainting.

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

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 3 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

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 days after execution of this Lease 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 or 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 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 to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign 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.

**34. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendments are in writing and signed by each Party. Such changes shall take effect after thirty 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, whether oral or written, relating to the subject matter of this Lease Agreement.

**35. 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.

**36. 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.

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

1  
2 **37. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in  
3 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.  
4

5 **38. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or  
6 TENANT's rights under the laws of the State of Nevada.  
7

8 **39. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable,  
9 such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.  
10

11 **40. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall  
12 be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the  
13 law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of  
14 the evidence.  
15

16 **41. SIGNATURES:** The Lease Agreement is accepted and agreed to jointly and severally. The undersigned have read  
17 this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a  
18 copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to  
19 NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this Agreement had signed the same  
20 document and all counterparts and copies will be construed together and will constitute one and the same instrument.  
21

22 **42. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_  
23 is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the following interest, direct  
24 or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) **-OR-** ☐ family relationship or business  
25 interest: \_\_\_\_\_.  
26

27 **43. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:  
28

29 TENANT's Referral Company: \_\_\_\_\_  
30 Agent Name: \_\_\_\_\_ Public ID# \_\_\_\_\_ License # \_\_\_\_\_  
31 Address: \_\_\_\_\_  
32 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
33

34 LANDLORD's Brokerage: Southwestern Management and Realty Team (SMART) Broker's Name: Mark A. Hall  
35 DESIGNATED PROPERTY MANAGER Bobby Vavla PM.0167859 DES  
36 Agent's Name: Nick D'Agostino Agent's License # PM.0168530  
37 Address: 3650 N Rancho Suite 112 Las Vegas NV 89130  
38 Phone: 702.750.9725 Fax: 702.974.0191 Email: nick@managevegas.com  
39

40 **44. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection  
41 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:  
42  
43

44 BROKERAGE: Southwestern Management and Realty Team (SMART)  
45 BROKER: Mark A. Hall  
46 DESIGNATED PROPERTY MANAGER: Bobby Vavla PM.0167859 DES  
47 Address: 3650 N Rancho Suite 112 Las Vegas NV 89130  
48 Phone: 702.750.9725 Fax: 702.974.0191 Email: nick@managevegas.com

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

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

**45. 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 Agreement 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.

**46. FORECLOSURE: IN THE EVENT THAT OWNER DEFAULTS AND PREMISES IS SUBJECT TO FORECLOSURE ACTION:**

**NOTICE OF DEFAULT/FORECLOSURE.** Owner shall notify Broker/Designated Property Manager of any defaults on any loans, mortgages, assessments or trust deeds. The filing of a Notice of Default by a lender or other lien holder commences a foreclosure period which lasts, at a minimum, three months plus 21 days. Owner authorizes Broker/Designated Property Manager to notify TENANT(S) and make arrangements to terminate the Lease Agreement if Broker/Designated Property Manager receives any notice indicating that Owner is any one of the following situations: (1) default of any loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of a short sale contract. In such event, Owner has authorized Broker/Designated Property Manager to negotiate termination of the Lease Agreement.

**TERMS OF LEASE AGREEMENT.** During any foreclosure period, the TENANT(S) shall **honor ALL CONDITIONS of the current Lease Agreement** including the timely payment of rent as stated in the Lease Agreement. Nevada law grants the Owner a redemption period, and the Owner remains as the legal owner of record until the actual time of the foreclosure sale.

**RETURN OF SECURITY DEPOSITS.** Once the TENANT(S) vacates the property, the Owner authorizes Broker/Designated Property Manager to release ALL Security Deposits (including non-refundable deposits) back to the TENANT(S) with no further obligations from the TENANT(S) or Broker/Designated Property Manager. The 30-day period required by Nevada law for the return of the Security Deposits still applies. The property must be returned in the same general condition as the TENANT(S) occupied the property. Upon TENANT(S) request, Broker/Designated Property Manager will attempt to find a new home to rent/lease/purchase for TENANT(S).

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

- A. ☐ HOA Rules and Regulations
- B. ☐ DISCLOSURE OF LEAD BASED PAINT \_\_\_\_\_
- C. ☐ Other: Pet Addendum \_\_\_\_\_
- D. ☐ Other: \_\_\_\_\_
- E. ☐ Other: \_\_\_\_\_
- F. ☐ Other: \_\_\_\_\_

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

1    **48.     ADDITIONAL TERMS AND CONDITIONS:**

- 2
- 3    1) ALL NON-EMERGENCY requests MUST BE IN WRITING - submit online at [www.managevegas.com](http://www.managevegas.com). Certain
- 4    repairs may require Owner approval and take additional time for a response.
- 5
- 6    2) In the event this lease is renewed, an annual administrative fee of \$150 will be charged.
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29    \_\_\_\_\_

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

31

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

LANDLORD/OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
OR Landlord's Authorized NRS 645  
Permitted Property Manager

LANDLORD/OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
OR Landlord's Authorized NRS 645  
Permitted Property Manager

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

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

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**Real Estate Brokers and Designated Property Managers:**

- A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 42 are not parties to this Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 43 .

Property \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Tenant \_\_\_\_\_ Initials \_\_\_\_\_

Tenant \_\_\_\_\_ Initials \_\_\_\_\_

Tenant \_\_\_\_\_ Initials \_\_\_\_\_

Tenant \_\_\_\_\_ Initials \_\_\_\_\_