



RESIDENTIAL LEASE AGREEMENT



for

1234 Sunny Rd Sunnyville NV 89048
(Property Address)

1 **1. This Lease AGREEMENT** is entered into this 1st day of March, 2022 between
2 OWNER'S Name: Patrick Smith, OWNER'S Name: _____
3 (collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and
4 TENANT's Name: Jane Doe TENANT's Name: _____
5 TENANT's Name: John Doe 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 1234 Sunny
10 Rd Sunnyville NV 89048 ("the Premises"). Premises Mail Box
11 # _____, Parking Space # _____, Storage Unit # _____, Other _____.
12

13 **3. TERM:** The term hereof shall commence on 03/01/2022 and continue until 02/28/2023, with
14 a **total rent** of \$ 18,000.00, 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 1,500.00 **per month** on the first day of each calendar month as Periodic Rent,
20 at Deposit into Patricia Hills property
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 <u>03/01/2022</u> To <u>03/31/2022</u>	\$ <u>1,500.00</u>	\$ _____	\$ <u>1,500.00</u>
Security Deposit	\$ <u>1,500.00</u>	\$ _____	\$ <u>1,500.00</u>
Key Deposit	\$ _____	\$ _____	\$ _____
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ <u>400.00</u>	\$ _____	\$ <u>400.00</u>
Pet Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ <u>300.00</u>	\$ _____	\$ <u>300.00</u>
Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer and/or Trash Proration	\$ _____	\$ _____	\$ _____
Pre-Paid Rent	\$ _____	\$ _____	\$ _____
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other Key Fee non-refundable	\$ <u>75.00</u>	\$ _____	\$ <u>75.00</u>
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>3,775.00</u>	\$ _____	\$ <u>3,775.00</u>

Property 1234 Sunny Rd Sunnyville NV 89048
Owner's Name Patrick Smith Owner's Name _____
Tenant Jane Doe Initials _____ Tenant _____ Initials _____
Tenant John Doe 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. Late fees begin on the 5th @ 5pm day.

10
11 B. DISHONORED PAYMENTS: A charge of \$ 75.00 shall be imposed for each dishonored payment (check,
12 electronic payment, etc.) made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice
13 fees and all costs to honor a returned payment with certified funds (i.e., cashier's check or money order). After
14 TENANT has tendered payment, which is dishonored, TENANT hereby agrees to pay all remaining payments monies
15 owed under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in
16 the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are
17 received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a
18 check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing
19 a fraud upon a creditor.

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

29
30 8. SECURITY DEPOSITS: Upon execution of this Agreement,
31 TENANT's Name: Jane Doe TENANT's Name: _____
32 TENANT's Name: John Doe TENANT's Name: _____
33 shall deposit with LANDLORD BROKER as a Security Deposit the sum stated in paragraph 5. **TENANT shall**
34 **not apply the Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon
35 termination of the tenancy by either Party for any reason, the LANDLORD may claim, from the Security Deposit,
36 such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph
37 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder
38 of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide
39 TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of
40 surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding
41 address to prevent a delay in receiving the accounting and any refund. Within thirty (30) days of termination of this
42 agreement, the TENANT identified in this paragraph will be refunded the remaining deposits (if any). In the event of
43 damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds
44 from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In
45 addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface
46 flooring including tile and grout.) TENANT is required is NOT required to furnish receipts for licensed
47 professional cleaning services to LANDLORD.
48

Property <u>1234 Sunny</u>	Rd <u>Sunnyville</u>	NV <u>89048</u>
Owner's Name <u>Patrick Smith</u>	Owner's Name _____	
Tenant <u>Jane Doe</u> Initials _____	Tenant _____ Initials _____	
Tenant <u>John Doe</u> 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 Agreement, in good order, good
3 repair, safe, clean, and habitable condition.
4

5 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on Security Deposits to offset administration
6 and bookkeeping fees.
7

8 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ 200.00 per eviction attempt to offset
9 the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related
10 fees according to actual costs incurred.
11

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

13 2 Door key(s) 1 Garage Transmitter/Fob(s) N/A Pool Key(s)
14 N/A Mailbox key(s) N/A Gate Card/Fob(s) Other(s)
15 N/A Laundry Room key(s) N/A Gate Transmitter/Fob(s) Other(s)

16 TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.
17 The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or
18 LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
19

20 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part
21 thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT
22 exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall
23 be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade
24 of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all
25 the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and
26 Homeowner's Associations, if any, with respect to the Premises. TENANT understands and acknowledges that
27 they are not permitted to access the attic, crawl space, roof or under the home or any other area of the property
28 that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance
29 or disturb others.
30

31 **14. OCCUPANTS:** Occupants of the Premises shall be limited to 2 persons and shall be used solely for housing
32 accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:
33 John Doe, Jane Doe - (No other occupants are to reside in residence without prior management
34 approval)
35

36 **15. GUESTS:** The TENANT agrees in no event shall any guest remain on the Premises for more than 15 days.
37

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

41 Electricity T Trash T Trash Can Rental: N/A Phone T
42 Gas N/A Sewer T Cable T Other
43 Water T Septic N/A Association Fees O Other
44
45

46 a. TENANT is responsible to connect the following utilities in TENANT'S name:
47 Electric, Water/Sewer, Cable, Phone, Internet, (propane = if applies)

Property <u>1234 Sunny</u>	<u> </u>	Rd <u>Sunnyville</u>	<u> </u>	NV <u>89048</u>
Owner's Name <u>Patrick Smith</u>	<u> </u>	Owner's Name <u> </u>	<u> </u>	
Tenant <u>Jane Doe</u>	Initials <u> </u>	Tenant <u> </u>	Initials <u> </u>	
Tenant <u>John Doe</u>	Initials <u> </u>	Tenant <u> </u>	Initials <u> </u>	

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: Association dues

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 utilities at a \$0 balance during tenancy. If utilities get shut off during tenancy for non-pay this could be grounds for eviction proceedings

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 \$ 200.00 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 \$ 500.00 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: No unregistered vehicles, no more than 3 registered vehicles. Tenants are to get permission prior to any recreational vehicles being parked on premises.

Property	<u>1234 Sunny</u>	Rd	<u>Sunnyville</u>	NV	<u>89048</u>
Owner's Name	<u>Patrick Smith</u>		Owner's Name	_____	
Tenant	<u>Jane Doe</u>	Initials	_____	Tenant	Initials
Tenant	<u>John Doe</u>	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

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Owner’s Name Patrick Smith Owner’s Name _____
Tenant Jane Doe Initials _____ Tenant _____ Initials _____
Tenant John Doe Initials _____ Tenant _____ Initials _____

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

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

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

14
15 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall
16 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the
17 LANDLORD in good, clean and sanitary condition, normal wear excepted.
18

19 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential
20 services emergencies on behalf of the LANDLORD is as follows: Access Realty Emergency line
21 000-000-0000 - Only to be called during non business hours when office is closed
22 for EMERGENCIES ONLY!
23

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

29 **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100.00

30 **Home Warranty Deductible(s)**

31 **Maintenance Copay(s)**

32 TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or
33 negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by
34 wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other
35 damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid
36 immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such
37 repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and
38 insured Contractor.
39

40 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at
41 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for
42 major repairs. However, any repairs to the heating or cooling system caused by dirty filters or due to TENANT
43 neglect will be the responsibility of TENANT.
44

45 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.
46

Property 1234 Sunny Rd Sunnyville NV 89048
Owner's Name Patrick Smith Owner's Name _____
Tenant Jane Doe Initials _____ Tenant _____ Initials _____
Tenant John Doe 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:
Tenants will be responsible for keeping yard free of weeds/debris, picking up after animals

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:
N/A

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.

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Owner’s Name	<u>Patrick Smith</u>		Owner’s Name	_____	
Tenant	<u>Jane Doe</u>	Initials	_____	Tenant	Initials
Tenant	<u>John Doe</u>	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 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 checked="" type="checkbox"/> Water Conditioner Equip. | <input type="checkbox"/> Solar Screens |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment |
| <input 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>vinyl plank flooring</u> | | |
| <input checked="" type="checkbox"/> Window Coverings (specify type) <u>Mini blinds</u> | | |
| <input type="checkbox"/> | <input checked="" 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	<u>1234 Sunny</u>	<u>Rd</u>	<u>Sunnyville</u>	<u>NV</u>	<u>89048</u>
Owner's Name	<u>Patrick Smith</u>		Owner's Name	<u></u>	
Tenant	<u>Jane Doe</u>	Initials <u></u>	Tenant	Initials <u></u>	
Tenant	<u>John Doe</u>	Initials <u></u>	Tenant	Initials <u></u>	

1 LANDLORD and or the owners are not responsible for any damages caused to TENANTs personal property, to
2 include spoilage of food, beverage or clothing etc. as a result of said appliance break down.
3

4 **31. INSURANCE:** TENANT is ~~OR~~ _____ is not required to purchase renter’s insurance. LANDLORD
5 BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such
6 policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property
7 occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and
8 hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD’s insurance does
9 not cover TENANT’s personal property. If the Premises, or any part of the Premises, shall be partially damaged by
10 fire or other casualty not due to TENANTs negligence or willful act, or that of TENANT’s family, agent, or visitor,
11 there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises
12 is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent
13 shall be prorated up to the time of the damage.
14

15 TENANT hereby acknowledges that the OWNER of the subject property does or does not _____ have homeowner’s
16 insurance. TENANT agrees to cooperate with homeowner and homeowner’s insurance company in all relevant
17 matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact
18 OWNER’s insurance coverage under said policy.
19

20 **32. DRUG-FREE HOUSING AND GENERAL PROHIBITION OF ILLEGAL ACTIVITIES:** TENANT and any
21 member of TENANT’S household or any guest shall not engage in any criminal or illegal activity, including but not
22 limited to, illegal drug related activity, gang related activity, or acts of violence on or near the subject Premises.
23

24 “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to
25 manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substance
26 Act, 21 U.S.C. §802). “Acts of violence” includes, but is not limited to, the unlawful discharge of firearms, on or near
27 the Premises. Any and all firearms on the Premises must be stored properly pursuant to Nevada law.
28

29 VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND
30 GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum
31 shall be deemed a serious violation and a material noncompliance with the Lease Agreement. It is understood and
32 agreed that a single violation shall be cause for termination of the Lease Agreement. Unless otherwise provided by
33 law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
34

35 **33. ADDITIONAL RESPONSIBILITIES:**

36
37 a. TENANT may install or replace window screens at TENANT’S own expense. Solar screen installation requires
38 written permission from LANDLORD. LANDLORD is not responsible for maintaining window screens.
39

40 b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is
41 prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single
42 family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and
43 within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment
44 is generating heat.
45

46 c. The Premises has ~~OR~~ _____ has not been freshly painted before occupancy. If not freshly painted,
47 the Premises _____ will ~~OR~~ will not be touched up before occupancy. TENANT will be responsible for
48 the costs for any holes or excessive dirt or smudges that will require repainting.

Property	<u>1234 Sunny</u>		<u>Rd</u>	<u>Sunnyville</u>		<u>NV</u>	<u>89048</u>
Owner’s Name	<u>Patrick Smith</u>			Owner’s Name	_____		
Tenant	<u>Jane Doe</u>	Initials	_____	Tenant	_____	Initials	_____
Tenant	<u>John Doe</u>	Initials	_____	Tenant	_____	Initials	_____

1
2 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY
3 MANAGER no less than 2 business days of vacating the Premises.
4

5 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and
6 provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be
7 responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any
8 such replacement.
9

10 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint
11 and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this Lease
12 Agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If
13 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to
14 have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an
15 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will
16 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then
17 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of
18 termination under this paragraph, the Security Deposit will be refunded to TENANT. (If the property was
19 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)
20

21 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a
22 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to
23 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.
24

25 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of
26 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing
27 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches
28 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in
29 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may
30 not exhibit more than one political sign for each candidate, political party or ballot question.
31

32 i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing
33 of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around
34 the Premises or that might be considered hazardous.
35

36 **34. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid
37 or binding unless such changes, modifications or amendments are in writing and signed by each Party. Such changes
38 shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the
39 Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.
40 There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the
41 subject matter of this Lease Agreement.
42

43 **35. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum
44 and any other provisions of this Agreement, the provisions of the addendum shall govern.
45

46 **36. ATTORNEY'S FEES:** In the event of any court action, the prevailing Party shall be entitled to be awarded against
47 the losing Party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and
48 costs.

Property <u> 1234 Sunny</u>	<u> Rd</u>	<u> Sunnyville</u>	<u> NV</u>	<u> 89048</u>
Owner's Name <u> Patrick Smith</u>	Owner's Name _____		_____	
Tenant <u> Jane Doe</u>	Initials _____	Tenant _____	Initials _____	_____
Tenant <u> John Doe</u>	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, _____ N/A
23 is a licensed real estate agent in the State(s) of _____ N/A, and has the following interest, direct
24 or indirect, in this transaction: Principal (LANDLORD or TENANT) ~~-OR-~~ family relationship or business
25 interest: N/A.
26

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

29 TENANT's Referral Company: Access Realty LLC
30 Agent Name: Kim Washington Public ID# _____ License # B-02029
31 Address: 2301 E. Winery Rd #101 Pahrump, NV 89048
32 Phone: _____ Fax: _____ Email: mail@pahrumppaccessrealty.com
33

34 LANDLORD's Brokerage: Access Realty LLC Broker's Name: Kim Washington
35 DESIGNATED PROPERTY MANAGER Sidney Johnson
36 Agent's Name: Sidney Johnson Agent's License # B-02029
37 Address: 2301 E. Winery Rd #101 Pahrump NV 89048
38 Phone: 775-727-1333 Fax: 775-727-6854 Email: _____
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: Access Realty LLC
45 BROKER: Kim Washington
46 DESIGNATED PROPERTY MANAGER: Sidney Johnson
47 Address: 2301 E. Winery Rd #101 Pahrump NV 89048
48 Phone: 775-727-1333 Fax: 775-727-6854 Email: mail@pahrumppaccessrealty.com

Property 1234 Sunny _____ Rd _____ Sunnyville _____ NV 89048
Owner's Name Patrick Smith _____ Owner's Name _____
Tenant Jane Doe _____ Initials _____ Tenant _____ Initials _____
Tenant John Doe _____ Initials _____ Tenant _____ Initials _____

TENANT: Jane Doe John Doe
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 Only if built before 1978
- C. Other: Mold/termite/pest disclosure
- D. Other: Duties owed by licensee
- E. Other: Renters insurance agreement
- F. Other: Utility agreement

Property 1234 Sunny Rd Sunnyville NV 89048
Owner's Name Patrick Smith Owner's Name _____
Tenant Jane Doe Initials _____ Tenant _____ Initials _____
Tenant John Doe Initials _____ Tenant _____ Initials _____

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

- 2 ~~1. Tenants are required to pay online, however paying online is a privilege, if tenants get more~~
3 ~~than two NSF's throughout tenancy, online privilege will be removed, and tenants will be required~~
4 ~~to bring in certified funds each month.~~
- 5 ~~2. If tenant shall leave premises with damages with the exception of reasonable wear and tear~~
6 ~~that exceed security deposits, tenant understands that any balance owed will transfer to a 3rd~~
7 ~~party collection agency.~~
- 8 ~~3. The \$75.00 key fee aforementioned on page 1 is NON-REFUNDABLE upon move out, as ALL units re-~~
9 ~~keyed for safety reasons after each tenant vacates.~~
- 10 ~~4. A.C filters are to be changed every 30-45 days and a date is to be written on edge of A/C~~
11 ~~filter every time it is changed. If A/C or furnace issues occur, and vendors finds filters to not~~
12 ~~be regularly maintained, tenants could be charged for any repair expenses incurred.~~
- 13 ~~5. All noise levels are to be kept to a minimum from hours of 9pm-8am Tenants are expected to not~~
14 ~~disturb neighbors. The volume of televisions, speakers, radios, and musical instruments should~~
15 ~~all be reasonable, and tenants are to follow all county noise ordinances.~~
- 16 ~~6. A FULL WRITTEN 30day notice is required 30 days prior to tenants vacating.~~
- 17 ~~7. Rent is due on the 1st and LATE if paid after 5pm on the 5th of every month. Should tenant pay~~
18 ~~after 5pm on 5th they will have a 5% late fee assessed. Regardless of the circumstance non~~
19 ~~payment evictions are served on the 7th or 8th of every month. If rents are not in by the time an~~
20 ~~eviction is filed for service, tenant will have additional \$100.00 eviction fee attached.~~
- 21 ~~8. Smoking is NOT permitted at any time during tenancy inside the residence, garage, sheds etc.~~
22 ~~if evidence of smoking is found there will be an immediate \$5000 fine.~~
- 23 ~~9. Tenants are responsible to pick up pet waste on a weekly basis.~~
- 24 ~~10. Tenants are not authorized to have any type of R.V, campers, toy haulers, etc hooked up to~~
25 ~~any type of water/electric/septic clean out unless written permission is granted by the owner and~~
26 ~~the property allows for such parking and is zoned for such.~~
- 27 ~~11. If tenant ever wishes to add an occupant or lease holder, they must have them come in to~~
28 ~~apply first, prior to person residing in unit. If additional persons are found living in unit~~
29 ~~that have not been authorized by management in writing, this is a breach of lease.~~
- 30 ~~12. If tenant wishes to get another pet, they are required to submit a request in writing prior~~
31 ~~to pet being on premises. Should any pets that are not listed on original lease/app be on~~
~~premises without permission an immediate \$500 fine per pet will be assessed. And tenant could be~~
~~required to have pet removed.~~
- ~~13. Tenants are responsible for any maintenance that under \$100.00. If tenant calls in a~~
~~maintenance issue, and we try to troubleshoot that issue over the phone w/ tenant, and we end up~~
~~sending vendor out, and the issue was something that could have been avoided or done over the~~
~~phone (such as flipping a breaker/changing batteries in a thermostat/or was something caused~~
~~directly by the tenant). Tenant will be required to cover that charge.~~

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

Property	<u>1234 Sunny</u>	Rd	<u>Sunnyville</u>	NV	<u>89048</u>
Owner's Name	<u>Patrick Smith</u>	Owner's Name	_____		
Tenant	<u>Jane Doe</u> Initials _____	Tenant	_____ Initials _____		
Tenant	<u>John Doe</u> Initials _____	Tenant	_____ Initials _____		

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

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

Sidney Johnson
PRINT NAME

PRINT NAME

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

TENANT'S SIGNATURE DATE
Jane Doe
PRINT NAME

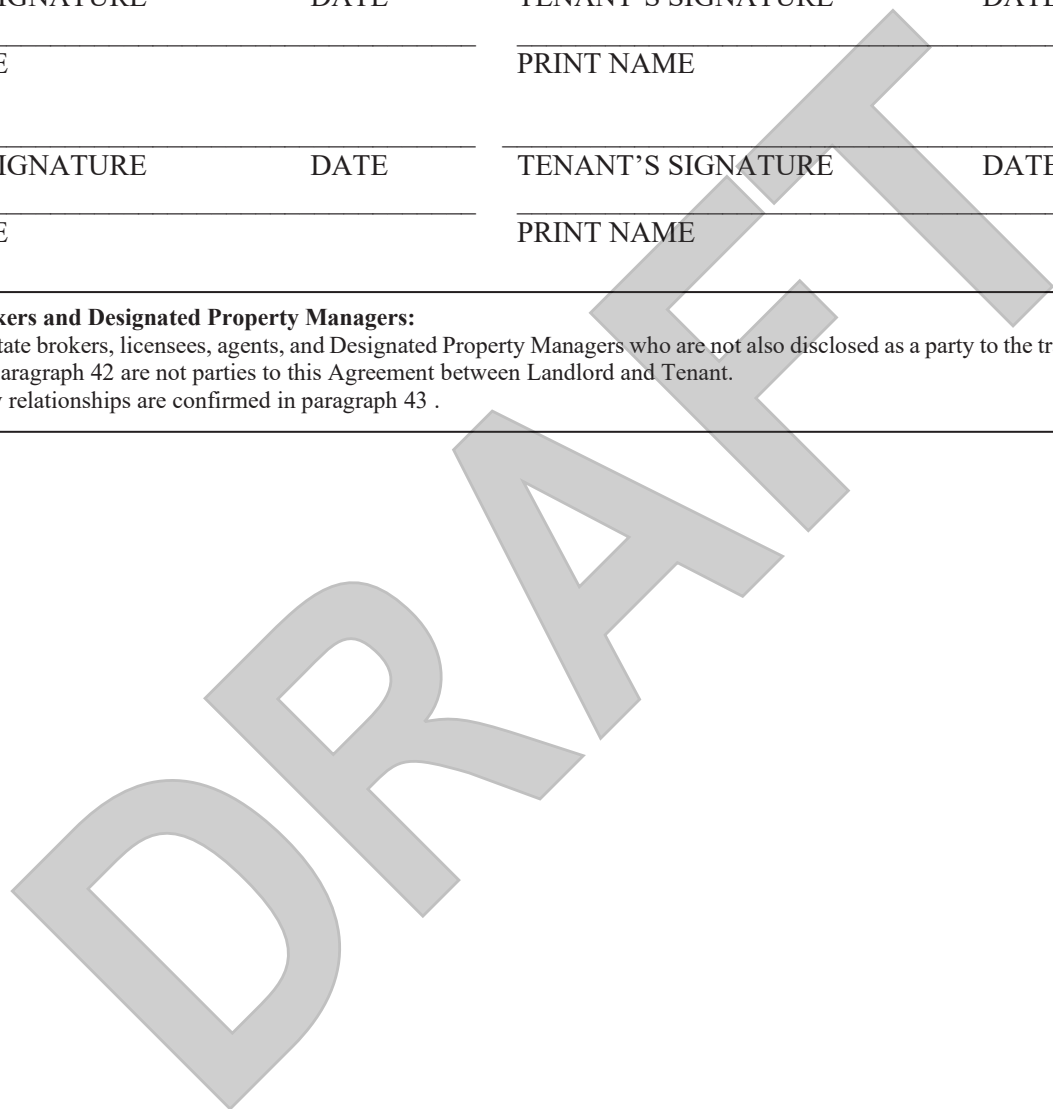
TENANT'S SIGNATURE DATE
PRINT NAME

TENANT'S SIGNATURE DATE
John Doe
PRINT NAME

TENANT'S SIGNATURE DATE
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 1234 Sunny Rd Sunnyville NV 89048
 Owner's Name Patrick Smith Owner's Name _____
 Tenant Jane Doe Initials _____ Tenant _____ Initials _____
 Tenant John Doe Initials _____ Tenant _____ Initials _____