

BENCHMARK REALTY

RESIDENTIAL LEASE CONTRACT

1. RESIDENCY & FINANCIALS

1.1 PAYMENTS & BALANCES:

This Agreement is entered into between John Doe Jane Doe, hereinafter referred to as "Tenant," and Property Owner, LLC, hereinafter referred to as "Owner," concerning the residential premises situated in the State of Nevada, County of Washoe, commonly known as: 1234 Imagination St. Reno, NV 89501, hereinafter referred to as the "premises."

Benchmark Realty and its Managing Broker, Christopher Stapleton, are hereinafter collectively referred to as "Management."

If Owner or Management does not accept this Agreement within five (5) days, any security deposit paid by Tenant shall be refunded. Initial JD JD

1.2 TERM:

The term of this Agreement shall commence on 01/01/2025 and shall continue until 12/31/2025.

Absent a written lease renewal agreement executed by Owner or Management, the tenancy shall continue thereafter as a month-to-month tenancy. Either party shall terminate the tenancy by giving the other at least thirty (30) days' written notice, delivered at least thirty (30) days before the end of the then-current term or at least thirty (30) days before the intended termination date during month-to-month status. If given by Tenant, such notice shall be delivered through the Tenant Portal. If given by Owner or Management, such notice shall be delivered by proof of delivery service. Initial JD JD

1.3 USE:

The premises shall be used solely as a private residence for no more than four persons and for no other purpose.

No adult person may reside in or occupy the premises on a regular or recurring basis unless such person has been approved by Management and is a signatory to this Agreement, unless otherwise approved by Management in writing.

Any guest staying in excess of fourteen (14) consecutive days or more than twenty-one (21) total days in any calendar year without the prior written consent of Management shall be deemed an unauthorized occupant. Initial JD JD

1.4 MULTIPLE OCCUPANCY:

It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory, each remaining signatory shall be responsible for the timely payment of the total rent and all other provisions of this agreement. A Signatory's default on this agreement does not free them from the responsibilities herein. Initial JD JD

2. FINANCIAL OBLIGATIONS

2.1 SECURITY DEPOSIT:

Tenant has paid the sum of \$2,500.00 as a security deposit to hold the premises for no more than fifteen (15) calendar days, which, upon acceptance of this Agreement, shall be applied to the refundable security deposit. The security deposit is not rent and may not be applied by Tenant toward the last month's rent or any other sum due before vacating.

Owner or Management may retain and apply the security deposit.

Tenant shall be deemed to have vacated the premises when Tenant has surrendered possession of the premises and returned all keys, remotes, access devices, and other items for the premises and any common areas, or when Owner or Management has otherwise lawfully recovered possession of the premises.

Initial JD JD

2.2 RENT:

Tenant shall pay rent in the amount of \$ 2,500.00 per month. Rent is due in full on or before the first calendar day of each month and is late as of the second calendar day of each month. Owner or Management may make written demand for any unpaid rent on the second calendar day of the rental period or thereafter.

Initial JD JD

2.3 PAYMENT PROCEDURE:

Tenant shall pay rent and any other sums due under this Agreement by any payment method authorized by Owner or Management from time to time. Authorized payment methods may include payment through Management's tenant portal by automated ACH transfer, authorized cash-payment network options, and payment by check, cashier's check, or money order in the manner authorized by Owner or Management. Although the payment processor may charge a transaction fee for ACH payments, Management elects to pay that fee, and no such ACH transaction fee shall be charged to Tenant. Management may provide instructions for available payment methods from time to time. Cash is not accepted.

Initial JD JD

2.4 LATE FEE:

Rent is due in full on or before the first calendar day of each month and is late as of the second calendar day of each month. If any rent remains unpaid as of 12:00 a.m. on the fourth calendar day of the month, Tenant shall pay a late fee equal to five percent (5%) of the monthly rent. Habitual late payment of rent constitutes a breach of this Agreement and may result in eviction proceedings.

Initial JD JD

3. RESPONSIBILITIES

3.1 UTILITIES:

Tenant shall be responsible for the payment of all utilities and services assigned to Tenant in the Utility Addendum attached hereto. Tenant shall cause all such utilities and services to be placed in Tenant's name, if applicable, before occupancy or before the date required by Management. Tenant shall keep all such utilities and services current throughout the tenancy.

Tenant shall use only the waste-removal service, receptacle, or disposal method authorized for the premises. If a community dumpster is not provided, Tenant shall use only the authorized waste receptacle service for the premises.

If any utility or service assigned to Tenant is disconnected, interrupted, or terminated due to nonpayment or any other act or omission of Tenant, Tenant shall pay a utility processing charge of \$50.00 and shall be responsible for any resulting charges, deposits, reconnection fees, or other actual costs incurred as a result. Any such disconnection, interruption, or termination caused by Tenant constitutes a breach of this Agreement and may result in eviction proceedings.

Initial JD JD

3.2 ANIMALS:

No animal shall be brought onto or kept on the premises for any reason and for any amount of time without the prior written consent of Management, which must be contained in a separate written addendum or other written approval executed by Management.

The presence of any unauthorized animal on the premises at any time or for any reason constitutes a breach of this Agreement and may result in eviction proceedings.

Tenant shall be responsible for any damage, odor, contamination, infestation, cleaning, treatment, repair, remediation, or other cost resulting from any animal kept on or brought onto the premises by Tenant, Tenant's occupants, guests, or invitees.

Initial JD JD

3.3 ASSIGNMENT & SUBLETTING:

Tenant shall not assign this Agreement, sublet the premises or any portion thereof, license occupancy of the premises or any portion thereof, or permit any change in occupancy under any circumstances.

No person other than the original approved applicants and signatories to this Agreement shall reside in or occupy the premises on a regular or recurring basis. No original Tenant may be removed from this Agreement, and no additional Tenant or occupant may be added to this Agreement after the commencement of the tenancy.

The only exception to the foregoing prohibition is an original approved applicant's additional occupant who was a minor at the commencement of the tenancy and later reaches the age of eighteen (18) during the tenancy, provided that Tenant promptly notifies Management in writing of that change.

Any violation of this Section constitutes a breach of this Agreement and may result in eviction proceedings.

Initial JD JD

3.4 SMOKING:

Smoking, vaping, or the inhalation or exhalation of any smoke, vapor, mist, or aerosol from any cigarette, cigar, pipe, electronic smoking device, vape device, hookah, or any similar device or substance is prohibited by any person anywhere on the premises, including, without limitation, all interior areas, garages, patios, balconies, yards, driveways, and any other exterior portions of the premises.

Any violation of this provision constitutes a breach of this Agreement and may result in eviction proceedings.

Tenant shall be responsible for any damage, odor, residue, contamination, cleaning, treatment, repainting, sealing, repair, remediation, or other cost resulting from any violation of this Section.

Initial JD JD

3.5 HOMEOWNERS' ASSOCIATION / COMMUNITY RULES:

Tenant shall comply with all rules, regulations, declarations, bylaws, use restrictions, parking rules, and other requirements of any homeowners' association, common-interest community, or other community association applicable to the premises or any common areas, as such rules and requirements may be amended from time to time.

Initial JD JD

3.6 ORDINANCES AND STATUTES:

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force.

Initial JD JD

3.7 MAINTENANCE, REPAIRS OR ALTERATIONS:

Tenant accepts the premises in its present condition, "as is," and acknowledges that Owner and Management have made no agreement to perform any repair, alteration, treatment, remodeling, or improvement except as expressly set forth in writing.

Tenant must complete, sign, and return the Move-In Condition Checklist to Management within five (5) business days after possession is delivered. Upon completion, the Move-In Condition Checklist shall document the move-in inventory and condition of the premises and shall be incorporated into this Agreement as part of the tenancy records.

A moderate amount of small finishing nails and tacks may be put into the drywall to hang pictures, but not into the cabinets, doors, frames, paneling, molding, or any wooden fixtures. No screws, bolts, ceiling hooks, etc. may be used. Cabinet, drawer, and door locks that require screws or penetration of the cabinets, drawers and/or doors are not permitted. Tenant shall not penetrate the exterior of the buildings for any purpose. Tenant shall not install nails, screws, hooks, tacks, staples etc. in the exterior of the building. Tenant shall not remove any items penetrating the walls; Management will remove these at the tenant's expense.

Tenant shall, at their own expense and always, maintain the premises in a neat, clean, sanitary, and hazard-free manner including all equipment, appliances, furniture, and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear excepted.

All drain blockages except for the municipal sewer line or those caused by root intrusion are the responsibility of the tenant.

Under no circumstances is Tenant permitted to paint, spot paint, wallpaper, contact paper, redecorate, or alter the premises in any way. Tenant is not authorized to conduct repairs on the premises and shall notify Management of all repairs in the manner prescribed herein as soon as soon as Tenant becomes aware of the need for such repair or maintenance.

Tenant shall trim, irrigate, fertilize, aerate, etc. all lawn areas and fully maintain the surrounding grounds, including shrubbery, and irrigation systems, and keep the same clear of rubbish and/or weeds and shall be responsible for all repairs to the lawn and irrigation systems if the grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall maintain the lawn, landscaping, and grounds in their highest and best condition and deliver to Management in the same condition at the end of tenancy.

Tenant shall not damage, destroy, or otherwise commit waste to the landscaping buildings, fixtures, grounds, and equipment or any nuisance or act, which may disturb the quiet enjoyment of any tenant in the building or surrounding neighbors. Tenant shall not consume intoxicating substances anywhere on the premises in view of the public.

Tenant has agreed that all maintenance performed by Owner, Owner's employee, or independent contractor is to be done during normal business hours, emergencies regarding health, safety and or welfare of persons or property excepted. Any maintenance done before or after normal business hours at the tenant's request subjects the tenants to financial responsibility for overtime charges and management is not required to oblige such scheduling.

Tenant shall also at their own expense, replace the HVAC filters every three months, regularly clean and/or replace oven hood filters, replace light bulbs (with like kind) as needed, replace smoke alarm batteries (if applicable) every six months, etc. and the same shall be in new condition as well as installing new batteries in any remote controls upon vacating.

Tenant shall not change the locks to the premises. Tenant may request in writing with applicable documentation to have the locks changed at their expense. One key must fit all locks on the premises. Payment for such expense shall be due to the service provider or to Management by tenant at the time the service is rendered, and four copies of the key must be delivered to Management immediately.

Tenant shall be responsible for actions and/or damages caused by their abuse, misuse, or neglect and that of their invitees, guests, animals, etc. Tenant shall also be responsible for vandalism regardless of the cause. Tenant shall be financially responsible for unnecessary maintenance repairs services and/or missed appointments for any reason, including inability to gain authorized entry where tenant has changed the locks.

Initial JD JD

3.8 CABLE TELEVISION/ INTERNET AUTHORIZATION:

Tenant may have cable television and/or internet service professionally installed within the interior of the premises at Tenant's sole expense. No installation, wiring, dish, antenna, aerial, bracket, guide, fastener, anchor, or similar equipment may penetrate, attach to, or be installed upon the roof, eaves, fascia, exterior walls, siding, windows, doors, frames, trim, or any other exterior or structural component of the building, or in any common area or area not under Tenant's exclusive use or control.

Tenant shall be solely responsible for all costs of installation, maintenance, removal, restoration, and repair of any damage to the premises or building resulting from any such service, equipment, wiring, or installation. If Management discovers any installation or equipment that violates this section, Management may require its

immediate removal and may cause such removal and any necessary repair or restoration to be performed at Tenant's expense, regardless of whether service is active.

Any violation of this Section constitutes a material breach of this Agreement for which Owner or Management may serve the applicable notice of breach and pursue eviction proceedings. Initial JD JD

3.9 POOL/HOT TUB/SAUNA:

Tenant shall always and at their own expense, maintain pool, hot tub and/or sauna (if any) in a clean, sanitary, and fully functional condition, including documented regular service of systems and return it to the Owner or Management at the termination of the tenancy in its highest and best condition and deliver service records to Management in a timely manner after such service. Additional expenses resulting from tenant's failure to provide regular maintenance shall be the tenant's responsibility. Initial JD JD

3.10 VEHICLES:

Any vehicles parked on the premises found to be leaking oil or other fluids must be removed from the premises until repaired. The tenant is responsible for the removal of any oil or other fluid stains caused by their or their guests' vehicles, including in the public street in front of the premises. The tenant is responsible for the expense of repairing any damages caused by these vehicles. Any vehicle which creates a hazard shall be towed from the premises at the vehicle owner's expense without further notice. No mechanical or vehicle work of any kind shall be conducted on the premises. All vehicles on the premises or on the public street in front of the premises belonging to the tenant, guests, or invitees, must be properly parked, registered, operable, and legal to operate on public roads. Any non-compliant vehicles shall be subject to immediate removal at the vehicle owner's expense and tenant may be subject to eviction. Initial JD JD

3.11 FLAMMABLE SUBSTANCES:

No tenant shall use or permit to be brought into the individual residence, any flammable oils, or fluids such as gasoline, kerosene, naphtha or benzene or any other explosives or articles deemed extra hazardous to life, limb, or property. Initial

3.12 PROLONGED ABSENCE:

Upon departure from the premises for more than five consecutive days, such as a trip, vacation, or the like, tenants are required to notify Management in writing. Initial JD JD

4. CONTACT

4.1 COMMUNICATION:

Tenant shall submit all routine notices, requests, communications, and non-emergency correspondence to Management through the Tenant Portal, unless Management authorizes another method in writing. Tenant shall include the rental property address in all communications and shall ensure that all Tenants are included in communications where applicable.

Tenant shall promptly update any change in mailing address, email address, or telephone number through the Tenant Portal or by such other method as Management may authorize. Initial JD JD

4.2 MAINTENANCE REQUESTS:

Tenant shall submit all routine maintenance requests through the Tenant Portal or by such other method as Management may designate from time to time. Each maintenance request shall include all known maintenance items requiring attention at the time of submission, and if possible, pictures. Tenant shall not submit duplicate maintenance requests for the same issue or issues.

Any communication regarding an existing maintenance request, including updates, questions, or additional information, shall be submitted via regular email or by such other method as Management may authorize. Initial JD JD

4.3 EMERGENCY MAINTENANCE:

Tenant may contact Management at any time for emergency maintenance issues only where there is an immediate threat to the health, safety, or welfare of persons or property by calling (775) 400-4904 or by such other means as Management may designate from time to time.

Use of the emergency maintenance contact method for a matter that is not an emergency is prohibited.

Emergency maintenance does not include criminal activity. In the event of criminal activity or any immediate threat of criminal activity, Tenant shall contact 911 or the appropriate law-enforcement agency.

Initial JD JD

4.4 CONTACT OWNER:

Tenant acknowledges that the premises are professionally managed by Management. Tenant shall direct all notices, requests, demands, maintenance communications, payment issues, and other communications regarding the premises or this Agreement to Management and not to Owner.

Initial JD JD

4.5 THREATS / HARASSMENT / ABUSIVE CONDUCT:

Tenant shall not engage in threatening, harassing, abusive, intimidating, or disorderly conduct toward Owner, Management, Management's employees, agents, contractors, other residents, neighbors, or members of the public in connection with the premises or this Agreement.

Initial JD JD

4.6 NOTICES:

Service of process and receiving notices and demands (legal notices) shall be made to High West Law LLP, 401 Ryland Street, Suite 301, Reno, NV 89502.

Written communication may be mailed to Management's physical address: Benchmark Realty, 1 E. Liberty St., Ste. 615, Reno, NV 89501, where entry is granted by appointment only.

Initial JD JD

4.7 ENTRY AND INSPECTION:

Owner, Management, and any agent, employee, contractor, maintenance personnel, administrative personnel, or other authorized representative of Owner or Management may enter the premises in the event of an emergency, or when Tenant has abandoned or surrendered the premises.

Owner or Management, through any agent, employee, contractor, maintenance personnel, administrative personnel, or other authorized representative, may enter the premises only during normal business hours and only after giving Tenant at least twenty-four (24) hours' prior notice for the purpose of inspection, making necessary or agreed repairs, decorations, alterations, or improvements, supplying necessary or agreed services, or exhibiting the premises to prospective or actual purchasers, mortgagees, tenants, workers, contractors, appraisers, inspectors, or other persons having a lawful reason to enter.

Tenant shall not unreasonably withhold access to the premises where entry is authorized by this Agreement or Nevada law.

Initial JD JD

5. LIABILITY

5.1 LIABILITY / INSURANCE:

Tenant is responsible for loss, damage, injury, or unsanitary or unsafe conditions caused by the negligent, reckless, intentional, or unlawful acts or omissions of Tenant, Tenant's occupants, guests, invitees, or animals.

Owner and Management shall not be responsible for loss of or damage to Tenant's personal property unless caused by the negligent, reckless, intentional, or unlawful act or omission of Owner, Management, or their agents, employees, or contractors.

Tenant shall maintain renter's insurance throughout the tenancy, including personal liability coverage in an amount of not less than \$300,000.00. If there is more than one adult tenant, all adult tenants must either be insured under one policy that lists each adult tenant as a named insured, or each adult tenant must maintain a separate renter's insurance policy meeting the minimum required coverage. Tenant shall provide proof of such coverage upon request.

If any appliance or fixture provided with the premises fails, Owner or Management may repair, replace, or remove it and elect not to replace it. Initial JD JD

5.2 WATER DAMAGE:

If Tenant keeps or permits any waterbed, aquarium, fish tank, hot tub, portable washing machine, ice maker line, bidet attachment, hose, plumbing attachment, or any other water-filled or water-connected item on or about the premises, Tenant shall be responsible for any leak, overflow, discharge, or other water damage caused thereby to the premises, the building, or any other property.

If any appliance, fixture, plumbing line, valve, or other water source leaks or overflows, Tenant shall immediately make reasonable efforts to stop or mitigate the flow of water, protect the premises from further damage, and notify Management immediately.

Tenant shall be responsible for any damage or additional loss caused by Tenant's failure to promptly report, mitigate, or reasonably respond to any known leak, overflow, or water intrusion. Initial JD JD

5.3 PHYSICAL POSSESSION:

If Owner or Management is unable to deliver possession of the premises at the commencement of the term, Owner and Management shall not be liable for any damages resulting therefrom. Tenant shall not be liable for rent until possession is delivered. If possession is not delivered within five (5) days after the commencement of the term, either party may terminate this Agreement by written notice to the other.

Initial JD JD

5.4 DEFAULT:

If Tenant defaults under this Agreement, Owner or Management may recover possession, unpaid rent, damages for breach, and any personal property remaining on the premises may be treated, stored, released, or disposed of in accordance with applicable procedures.

If, after lawful recovery of possession or during the lawful execution of a lockout by the sheriff or other authorized officer, Management is required to perform on-site field services, including, without limitation, meeting law enforcement or other authorized personnel at the premises, coordinating access, waiting for a locksmith, securing the premises, or inventorying personal property remaining at the premises, Tenant shall pay a lockout field services charge of \$125.00 per hour, billed in quarter-hour increments, with a one-hour minimum, together with any actual third-party locksmith, labor, hauling, storage, disposal, or other out-of-pocket cost lawfully incurred.

Initial JD JD

5.5 GENERAL BREACH / REMEDIES:

Except where this Agreement provides otherwise, any violation of this Agreement constitutes a breach of this Agreement for which Owner or Management may serve any applicable notice and pursue eviction proceedings or any other available remedy.

Initial JD JD

5.6 COLLECTIONS:

Any unpaid sum due under this Agreement, whether arising during or after the tenancy, may be pursued by collection or civil process. Any such unpaid sum shall accrue simple interest at the rate permitted by NRS 99.040 from the date due until paid, together with any other costs or amounts recoverable under this Agreement.

Initial JD JD

6. OTHER CONDITIONS:

6.1 TIME IS OF THE ESSENCE:

Time is of the essence of this Agreement.

Initial JD JD

6.2 WAIVER:

No failure or delay by Owner or Management in enforcing any term of this Agreement shall constitute a waiver of that term or of any other term. The acceptance of rent or any other payment by Owner or Management shall not constitute a waiver of any prior, concurrent, or subsequent breach of this Agreement.

Initial JD JD

7. ENTIRE AGREEMENT:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The undersigned Tenant hereby acknowledges receipt of a copy thereof.

Property Owner, LLC

C/o Benchmark Realty
One E. Liberty St. Ste. 615
Reno, NV 89501

Signature Signature 01/01/2025
Management Signature Date
Printed Name Christopher Stapleton

Signature Signature 01/01/2025
Tenant Signature Date
Printed Name John Doe

Signature Signature 01/01/2025
Tenant Signature Date
Printed Name Jane Doe

Tenant Signature Date
Printed Name _____

Tenant Signature Date
Printed Name _____

FEE APPENDIX TO RESIDENTIAL LEASE CONTRACT

Property Address: 1234 Imagination St. Reno, NV 89501

Tenant(s): John Doe Jane Doe

This Fee Appendix is attached to and made part of the Residential Lease Contract for the above-referenced premises.

1. LATE FEE

Amount: Five percent (5%) of the monthly rent.

Purpose: Charged if any rent remains unpaid as of 12:00 a.m. on the fourth calendar day of the month.

2. NSF FEE

Amount: \$50.00

Purpose: Charged if Tenant tenders payment by check or other negotiable instrument that is dishonored.

3. UTILITY PROCESSING FEE

Amount: \$50.00, plus any resulting charges, deposits, reconnection fees, or other actual costs incurred.

Purpose: Charged if any utility or service assigned to Tenant is disconnected, interrupted, or terminated due to nonpayment or any other act or omission of Tenant.

4. AFTER-HOURS / NON-EMERGENCY RESPONSE FEE

Amount: \$50.00, plus any actual third-party labor, trip, dispatch, service, or contractor charge incurred.

Purpose: Charged if Tenant reports a false emergency, uses the emergency maintenance contact method for a matter that is not an emergency, or requests an after-hours response for a matter that is not an emergency. This charge does not apply to a good-faith report of an actual emergency.

5. MAINTENANCE / REPAIR / SERVICE COSTS

Amount: Management's staff maintenance personnel labor is charged at \$90.00 per hour, with a one-hour minimum, including labor time spent traveling to the premises, plus a \$40.00 Fleet & Equipment Dispatch Fee per work order. These rates are subject to change upon thirty (30) days' written notice to Tenant. Tenant shall also be responsible for the actual cost of any outside vendor, contractor, materials, parts, hauling, disposal, cleaning, remediation, restoration, or other third-party service required for a tenant-responsible condition.

Purpose: Charged for maintenance, repair, service, cleaning, remediation, restoration, missed appointments, inability to gain authorized entry, or other work made necessary by Tenant's act, omission, request, negligence, misuse, abuse, violation of the Lease, or other tenant-responsible condition.

FEE APPENDIX TO RESIDENTIAL LEASE CONTRACT

6. HOA / COMMUNITY / GOVERNMENTAL CHARGE PROCESSING FEE

Amount: \$35.00, plus the amount actually imposed.

Purpose: Charged if any homeowners' association, common-interest community, municipality, utility provider, governmental authority, or other lawful authority imposes a fine, charge, assessment, or actual cost upon Owner or Management as a result of the conduct, violation, act, omission, or negligence of Tenant, Tenant's household members, guests, invitees, or animals.

Tenant acknowledges receipt of this Fee Appendix.

Signature Signature 01/01/2025
Management Signature Date
Printed Name Christopher Stapleton

Signature Signature 01/01/2025
Tenant Signature Date
Printed Name John Doe

Signature Signature 01/01/2025
Tenant Signature Date
Printed Name Jane Doe

Tenant Signature Date
Printed Name _____

Tenant Signature Date
Printed Name _____

BENCHMARK REALTY

GUIDELINES FOR VACATING RENTAL UNIT

The following vacating requirements should be completed in the prescribed order. Following these requirements will make your move-out experience as efficient as possible. It is most preferable to Management and the Owner to refund as much of your security deposit as possible and as quickly as possible.

1. Notice to Vacate and Forwarding Address

Submit a notice of intent to vacate through the tenant portal at least thirty days prior to vacating the premises. The notice must include your new physical forwarding address.

2. Personal Property, Trash, and Debris

Remove all personal possessions, trash, debris, and any items not belonging to the property from the premises.

3. Maintenance, Repairs, Painting, and Wall Damage

Tenants are not permitted to conduct maintenance, repairs, patching, painting, or alterations. Do not attempt to remove any tacks, nails, hooks, screws, bolts, molly bolts, wall anchors, or anything else from the walls, regardless of size.

Do not attempt to patch any holes, regardless of size. Improper patching may result in substantially greater costs against the security deposit, including, but not limited to, sanding and texturing an entire wall to match, spot painting, and/or entire interior painting.

Do not paint in any way. If there is paint on the premises, it is there for storage only and not for tenant use.

4. Light Bulbs and Fixtures

All burned-out, damaged, missing, mismatched, or incorrect light bulbs must be replaced with the same type, wattage, color temperature, and style of bulb originally documented at move-in for that fixture and area illuminated. Replacement bulbs must match the originally documented bulb requirements, not any mismatched or incorrect bulb that may have been installed during the tenancy.

5. Landscaping

All landscaping, if applicable, must be trimmed and manicured within seven days before possession is surrendered and must be maintained in that condition through surrender. Landscaping must be left in its highest and best condition, whether that condition existed at move-in or at any time during the tenancy, including as a result of tenant improvements.

6. Fireplace and Chimney

If the unit has a wood-burning fireplace, wood stove, or other wood-burning device, the chimney and/or wood-burning device must be professionally cleaned by a qualified chimney/fireplace service before possession is surrendered. The original receipt must be turned in with the keys upon vacating. This does not apply to fully gas and/or decorative fireplaces.

7. General Cleaning

Thoroughly clean the premises inside and out, including windows. Professional cleaning is strongly recommended. If a professional cleaning service is used, tenants are responsible for inspecting the completed work before possession is surrendered. Using a professional cleaning service does not guarantee that additional cleaning will not be necessary.

Initial JD JD

Do not wax any floors or apply any floor polish, coating, shine product, or similar product. If applicable, follow the lease instructions for plank-vinyl flooring and the Hardwood Floor Care Addendum for real hardwood flooring.

8. Carpet Cleaning

Professional carpet cleaning is mandatory for rental units with carpeted areas. Management will schedule carpet cleaning after possession is surrendered and after any required tenant-charge maintenance, repairs, trash or debris removal, cleaning, or other tenant-responsible work has been completed. The actual cost of carpet cleaning will be deducted from the security deposit.

Tenants must contact Evergreen Carpet Cleaning at **(775) 825-7569** to schedule an estimate at least seven days before possession is surrendered and must notify Evergreen that the rental unit is a Benchmark Realty property. The estimate may be submitted to Management by the tenant via email, or Management may obtain it directly from Evergreen Carpet Cleaning.

No perfume, fragrance, carpet freshener, masking scent, deodorizer, or similar scent-based product may be applied to the carpets before possession is surrendered.

9. Surrender of Possession and Return of Access Devices

Possession is not considered surrendered, and the move-out is not complete, until all keys, garage remotes, access fobs, gate cards, mailbox keys, parking passes, and any other access devices in the tenant's possession or control have been delivered to Benchmark Realty's office. Rent and other charges may continue through the date possession is surrendered.

Leaving keys, remotes, or access devices inside the rental unit, on a counter, in a drawer, in the mailbox, in a lockbox, with another person, or anywhere other than Benchmark Realty's office does not constitute surrender of possession.

Place all keys, remote controls, access fobs, any required receipts, and any other required items in a large envelope. Include your new physical address inside the envelope if you did not provide it through the tenant portal. Label the envelope with "Benchmark Realty" and your rental address.

Deliver the envelope to the front desk of Benchmark Realty's office during office hours. Benchmark Realty's hours of operation are Monday through Thursday from 8:30 AM until 5:00 PM and Fridays from 8:30 AM until 4:00 PM. We are closed for all federal and state holidays.

If any keys, remotes, access fobs, gate cards, mailbox keys, parking passes, or other access devices are missing, damaged, or not returned, the tenant may be charged for replacement, rekeying, lock changes, remote/fob replacement, and any related costs.

NOTE: If any vacating requirement is skipped, incomplete, or not completed in accordance with these Guidelines, Management may complete or correct the item, and the cost may be deducted from the security deposit or charged to the tenant's account. If tenant-responsible maintenance, repairs, trash or debris removal, cleaning, painting, or other work is required after possession is surrendered, additional cleaning and/or carpet cleaning may be completed after that work is finished, and the cost may be charged to the tenant.

Signature 01/01/2025
Tenant Signature Date
Printed Name John Doe

Tenant Signature Date
Printed Name _____

Signature 01/01/2025
Tenant Signature Date
Printed Name John Doe

Tenant Signature Date
Printed Name _____