



MAXIM REALTY ADDITIONAL LEASE TERMS & CONDITIONS

Terms and Conditions are subject to change at Management's discretion

Property address

Tenant agrees to return any and all phone calls, texts messages, and emails from Property Manager within 24 hours. It is the Tenants responsibility to inform office of any changes to their contact information. _____

TENANT PORTAL. Tenants will receive access to their personal Tenant portal where Tenants will be able to make rent payments online, submit maintenance requests, send and receive text messages, access lease documents from their Tenant Archives and more.

INSPECTIONS. Property Manager will not conduct move-in or move-out inspections with Tenant. Landlord reserves the right to conduct periodic property inspections at Landlords discretion. Said inspections may or may not involve testing items, checking filters, taking photos, or ensuring that Tenant is maintaining the property as per the Residential Lease Agreement. Tenant(s) will be given adequate notice of 24 hours as stated in your Residential Lease Agreement. If the Property Manager is required to re-inspect due to breaches of contract, missed appointments, denied access or unable to gain access Tenant will be charged a re-inspection fee or trip charge fee of \$75.00.

REPAIRS. Tenant must submit ALL maintenance requests through their online Tenant portal. During normal business hours and for all non-emergency issues you may contact our office at 702-960-7777.

For all **EMERGENCIES** (i.e.: AC, Heating, Hot Water Heater, Major Water Leaks, Fire) after business hours, weekends, or Holidays, you may contact:

DO NOT CALL OR TEXT IF IT IS NOT AN EMERGENCY

Jim Carmona	702-275-2430	jim@maximrealtylv.com
Norma Mendoza	413-398-9110	norma@maximrealtylv.com

Property is conveyed in “**as-is**” condition. Items considered as “cosmetic” may not be repaired or replaced. Tenant shall be responsible for all costs of any damage and all broken items not broken prior to move in. Tenant is responsible for the conduct of his/her guest(s). Any damages to the premises caused by the tenant, tenant's guests or due to any unknown cause will be repaired at Tenant's expense. Tenant shall be responsible for replacing all broken glass and/or mirrors, regardless of the cause of damage at Tenant's expense. Tenant shall be responsible for all drawers, cabinets, doors, etc. that are within or on the premises. Tenant shall not use any shelf paper, padding, adhesive back type shelf paper, wall paper, or stickers of any kind on shelves, cabinets, drawers, appliances, doors or walls. Use of these products can result in damage when removed for which Tenant will be held responsible. Tenant is responsible for minor maintenance items; such as, but not limited to painting, replacement of AC filters(monthly) & refrigerator filters if applicable, microwave filters, light bulbs, window blinds & coverings, all batteries, switch plate covers, cable TV equipment, sprinkler heads, toilet fill valve,

handle, float ball and flush valve, and the removal of hair clogs and calcium build-up around plumbing fixtures. **Do not use blue or any color tablets/deodorizers in toilet bowls or tanks. As a reminder, all minor repairs must be done by an active licensed and insured contractor as per the Lease Agreement terms and conditions.** If Tenant has any difficulty replacing or repairing of any items, please contact MAXIM Realty at (702)-960-7777.

After the first 30 days of lease signing, Tenant shall be responsible to pay a \$75.00 maintenance co-pay for ALL minor repairs to appliances and all other items including but not limited to refrigerator, washer, dryer, stove, microwave, dishwasher, garbage disposal, any and all clogged sinks, drains, toilets, garage door motor, remote controls, landscape sprinklers, irrigation system, pool, spa, etc. If Tenant schedules a maintenance repair appointment with a Vendor and fails to keep the scheduled appointment, Tenant will be charged the actual trip fee or service fee amount charged by the Contractor. After a repair has been completed, and if the repaired item is still not working properly, the Tenant shall inform the Property Manager immediately. If for any reason the Tenant fails to inform the Property Manager within the warranted time-frame given by the vendor, the Tenant may be held responsible for the repair. If the Tenant chooses to hire a contractor to make any type of repairs on the property without written authorization from Landlord, Tenant shall be responsible for payment to contractor. Landlord will not reimburse Tenant for any unauthorized repairs. NO EXCEPTIONS.

Tenant Initials _____

APPLIANCES. Tenant understands that all appliances including but not limited to: refrigerator, refrigerator shelves/bins, ice makers, water dispensers, washer, dryer, microwave, dishwashers, water softeners, all filters, and alarm systems (if applicable) are in “as-is” condition and are on the premises for Tenants use and convenience. In the event of a breakdown of any appliances, Tenant acknowledges that Landlord is not responsible for any damages caused to Tenants personal property, to include spoilage of food, beverages, clothing, etc., as a result of any appliance breakdown. Tenant is made aware that Landlord will not be responsible for maintenance to washing machines due to foul odors coming from water or drain lines. Tenant understands that Landlord will not reimburse Tenant for spoiled food, or having to go to the laundry mat due to appliance breakdowns. Tenant is made aware that if Tenant is permitted to install their own appliances of any kind, Tenant will be held responsible if said appliances cause any damage to the property. Tenant agrees to have said appliances installed by a licensed contractor. If Tenant removes Landlords appliances (if any) to install their own, Tenant agrees to safely store Landlords appliances. Upon vacating, Tenant agrees to have Landlords appliances reinstalled and restored to their original condition by a licensed contractor.

POOLS & SPAS. If the property comes with a pool or spa, the Pool & Spa contractor shall be chosen by the Landlord and the Tenant shall be responsible for payment of Pool & Spa maintenance and shall be billed monthly. If pool maintenance increases for any reason, the Tenant shall be responsible for payment. Under no circumstances will the Tenant be allowed to maintain the Pool, Spa or equipment. The Tenant shall inform the Property Manager within 7 days if for any reason the Pool & Spa contractor has not been maintaining the Pool & Spa as scheduled. The Tenant understands that Tenant may be held responsible for failing to inform the Property Manager if the contractor has not been at the property to maintain the Pool & Spa as scheduled. The Tenant will use the pool at their own risk and assumes all risks of bodily injury resulting from or around the Pool located on the Premises. This assumption of risk extends to all tenants, their minor children, guests, or anyone else on the property.

ALTERATIONS. Tenant shall not alter interior or exterior of property in any way including, but not limited to; painting, wallpapering, shelf paper, wall stickers, addition of shelving, screen doors, drapery

rods, ceiling fans or anything of permanent nature without express written consent of the Property Manager. Should any alteration be allowed, Tenant agrees to pay for the alteration and to be responsible for the removal and restoration of the property back to original condition. No wires, dish, cable or aerials for radio or television purposes shall be installed upon the roof or other parts of the premises without the Property Manager's consent and HOA (if applicable).

NO SMOKING. No smoking of any kind is allowed inside of property or garage at any time. All properties are to be smoke-free interior. Tenant will be responsible for any discoloration or smoke damage or smell to walls & ceilings, flooring, counter-tops, from smoking, burning of incense or burning of candles. Tenants are liable for any damage caused by smoke including but not limited to duct cleaning, replacing blinds, repainting and carpet replacement.

PETS. All pets must be approved by Landlord. Property Insurance companies do not allow certain particular breeds of dogs including but not limited to; all Pit Bull types, Akita, Bulldog, Boxer, Chow, Doberman, Husky, and Rottweiler. Reptiles such as snakes, iguanas and tarantulas are not permitted. Fish are considered pets and need to be approved due to the size of aquariums and the liability of water damage that can unexpectedly occur.

TRASH. Tenant is responsible to dispose of their own trash and garbage in a clean and sanitary manner. Cost to remove personal property will be paid for by Tenant(s).

AUTO REPAIR. Repairing of automobiles and motorcycles other than emergency repairs (flat tire, dead battery, etc.), is NOT permitted. To avoid fines from HOA or City Ordinances, no unregistered, abandoned or disassembled vehicles or any auto parts permitted on premises at any time, Tenant shall maintain the driveway, street, free of any oil stains or leaks resulting from any and all vehicles.

KEYS. If Tenant locks themselves out of the premises, due to lost keys or garage remotes, Tenant at their own expense shall be responsible to hire a locksmith. Management is not responsible to send out a locksmith. Replacement copy of keys will be replaced by Property Manager for \$75.00 plus the actual cost of keys.

ADDITIONAL TENANTS OR OCCUPANTS. Additional Tenants, beyond the limit stated in the Residential Lease Agreement, are subject to prior approval by the Property Manager. Any lease changes to Tenancy or occupants are subject to an administrative fee of \$75.00.

LEASE RENEWAL. Leases are renewed for a 12 month period. **At the time of the Lease renewal, Tenant shall be charged a lease renewal fee of \$95.00. If rent is increased, the security deposit may be increased to match the new rental rate. Tenant shall also be required to have carpets professionally shampooed (if applicable) at lease renewal and shall provide an invoice to Property Manager.** At lease signing the Tenant shall be given a hard copy of all Lease Agreement documents and Tenant will also have access to these documents on their Tenant portal.

HABITABILITY: If the premises, or any part of the premises, shall be partially damaged by fire or other casualty not due to Tenants negligence or willful act, or that of the 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. The Tenant understands and agrees that the Landlord shall not be responsible to pay for or reimburse Tenant for hotel stays, accommodations, relocation expenses, or for any other expenses incurred. Tenant agrees to submit an insurance claim to Tenant's renters insurance provider for reimbursement of any and all expenses incurred.

CHANGES TO LANDLORD OR TENANCY. Tenant agrees to cooperate and comply with Maxim Realty in providing any documentation needed and or required by Nevada Law for Tenants office file(property disclosures, rental application, copy of drivers license, copy of social security card, etc.)

MOVE-OUT & SECURITY DEPOSIT. Once a written 30 day written notice is given by the Tenant or the Landlord, the Tenant shall receive a move out letter with a checklist and instructions to follow for turning in possession and the cleaning of the property. All communication after such notice is given shall be in writing (email). The Tenant will need to provide a forwarding address as per the Residential Lease Agreement. The security deposit transmittal closing package **will be mailed** to the Tenant within 30 days as per Nevada Law from the Tenant's turning in possession of the property. **Tenant understands that any disputes arising from the security Deposit Transmittal shall be between Landlord and Tenant.**

MEDIATION. Before any legal action is taken to enforce any term or condition under this Agreement, the Parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the Parties. Mediation fees, if any, shall be divided equally among the Parties involved. In any action or proceeding involving a dispute between the Parties arising out of this Agreement, the prevailing Party shall be entitled to receive from the other Party court costs and reasonable attorney's fees to be determined by the court or mediator. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm they have read and understand the section and voluntarily agree to the provisions thereof.

Tenant Initials _____

Landlord Initials _____

MOVE-OUT GENERAL CLEANING, CARPET CLEANING & MINOR REPAIRS: You will not have to worry about cleaning the property before you turn in your keys. The unit will be professionally cleaned to include carpets, and all hard flooring surface flooring including tile and grout. This amount will be deducted from your deposits. You will need to remove all of your personal property and all trash and debris from the property before turning in your keys, otherwise you will be charged for the removal of any items left behind. In addition, if your car has leaked any oil or any fluid on the garage floor or driveway that must be cleaned prior to move out, otherwise you may incur additional fees. Begin to put out all unwanted items for the trash or special pick-up. Avoid piles of debris in front of your home on moving day. **As a reminder any minor repairs to the property are to be done by an active licensed and insured contractor. This includes, but not limited to: touch-up painting, painting of walls, leaky plumbing, replacing broken blinds, glass breakage, sprinkler systems (if applicable), appliances (if damaged by tenant) and any damages caused by household animals.** Should you as the Tenant fail to leave the property in the same condition as when you took possession of the property, normal wear and tear excluded, and Maxim Realty has to hire and coordinate vendors on your behalf for repairs, trash-out, landscaping, etc., you will incur an administration fee of \$150.00 plus actual costs from the vendors which shall be deducted from your deposits.

NORMAL WEAR & TEAR. *Nevada Revised Statutes 118A.110 "Normal Wear" as defined: "Normal Wear" means the deterioration which occurs without negligence, carelessness or abuse of the premises equipment, or chattels by the tenant, a member of his/her household or other person on the premises with his/her consent.* If dirt does not come off with mild soap and water, then it is not normal wear and tear. If the carpet has stains or is torn, then this is not considered normal wear, unless prior condition is documented in the Property Condition Report.

UTILITIES: All utilities must be turned on in Tenants name prior to taking possession of the property. Tenant acknowledges that Landlord shall not be responsible for reimbursing Tenant for high utility bills of any kind regardless of cause. At Move out and as outlined in the Residential Lease Agreement, Tenant must coordinate and inform the Property Manager of the disconnection of all utilities (power, gas, water) no less than 3 business of vacating the premises. If Tenant has turned off utilities and our office has to reconnect them for the move out inspection, Tenant will be charged a connection fee of \$45.00 due to lost time for the Landlord and possibly a trip charge fee of \$75.00.

EARLY TERMINATION OF LEASE. In addition to expenses incurred under Lease Agreement, Tenant shall be charged an Administrative fee of \$295.00 for any early termination of the residential lease agreement.

EVICTON COURT. In the event that Tenant is involved in the eviction process with Landlord, and MAXIM Realty has to attend eviction court for said legal matters, Tenant agrees to pay MAXIM Realty an administrative fee of \$395.00 per court appearance.

COLLECTIONS. If the amounts of Tenant(s) deposits are insufficient to cover the costs for said items, Owner/Property Manager reserves the right to pursue **JUDGEMENT** against Tenant(s) for said costs and repairs and/or report Tenant to **CREDIT BUREAU**. Tenant(s) agree to pay all collection expenses that may be incurred in the collection of delinquent balances, including but not limited to, any return check fee, attorney's fees, court costs, filing fees or charges or commissions that may be assessed by any collection agency retained to pursue the matter. Collection fees can vary anywhere between 35% - 50% (thirty-five to fifty percent) for regular collections and/or legal collections, which may be as much as twice the original balance owed. After 30 days of the date of the security deposit transmittal form, any outstanding balance will incur an additional administration fee of \$395.00 charged by Maxim Realty.

Tenant Signature Date

Tenant Signature Date