

**RESIDENTIAL LEASE AGREEMENT –
TENANT(s) NOTICE OF DISCLOSURES
ADDENDUM #2**



Property Address: _____

This Notice is designed to inform the TENANT(s) of general property conditions and other related matters that often arise during the leasing process in Southern Nevada. TENANT(s) is(are) encouraged to seek out additional information from qualified licensed professionals should additional information or questions arise.

This **NOTICE** is hereby incorporated into and made a part of the Lease Agreement by reference. TENANT(s) acknowledges that the terms outlined herein carry the same force and effect as if they were fully set forth in the Lease itself.

Name of Tenant

Name of Tenant

Name of Tenant

Name of Tenant

Nuisance Reporting and Enforcement

In compliance with NRS 118A.200 and NRS 202.470, TENANT(s) is(are) informed as follows:

- A. **Public nuisance**, including maintenance or permitting a nuisance, is a criminal misdemeanor under NRS 202.470.
- B. A public nuisance may include conduct that is injurious to health, offensive to the senses, or interferes with the peaceful enjoyment of neighboring properties.
- C. TENANT(s) may report a nuisance(s) or any violation(s) of building, safety or health codes to the appropriate local authority (e.g. City Code Enforcement, Southern NV Health District, or the jurisdictional Police Department).
- D. TENANT(s) is(are) responsible for ensuring the premises are not used in any way that would violate public nuisance laws or ordinances.
- E. TENANT(s) shall not create or permit any loud, excessive, or disturbing noise that unreasonably interferes with the rights, comfort, or convenience of neighboring residents. TENANT(s) shall comply with all applicable local & municipal noise ordinances.
- F. Violations of this clause may result in: written warnings or citations; responsibility for fines issued by the HOA, city or county; termination of tenancy or eviction for continued or severe breaches.
- G. TENANT(s) is(are) responsible for the conduct of all occupants, guests and invitees. TENANT(s) understands that repeated violations may result in legal action, regardless of whether TENANT(s) is(are) directly involved in the disturbance.

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 is no damage to the premises, as described by law.

Displays on Rental Property

- A. TENANT(s) may display the **flag** of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at his/her option, with 30 days' notice to TENANT(s), adopt additional reasonable rules and regulations governing the display of the flag of the United States.
- B. TENANT(s) may display **political signs** subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT(s) consents, in writing, to the exhibition of the political sign. TENANT(s) may exhibit as many political signs as desired but may not exhibit more than one political sign for each candidate, political party or ballot question.
- C. TENANT(s) may display **religious or cultural items** on the rental property, with certain limitations to ensure safety and compliance with existing laws. TENANT(s) may display religious and cultural items on the entry door or doorframe, provided:
 - i. The display cannot exceed 36 x 12 inches
 - ii. It does not threaten public health, safety or welfare
 - iii. It does not hinder the opening or closing of entry doors
 - iv. It complies with federal, state, and local laws.
 - v. It does not promote discriminatory behavior or contain obscene content.
 - vi. During maintenance or repairs, TENANT(s) to comply with LANDLORD / HOA's requirement of temporary removal of display, provided they give seven (7) days written notice (except in emergencies) and items are returned within 72 hours after completion of work.

Foreclosure: In the Event Owner Defaults and Premises is Subject to Foreclosure Action

NOTICE OF DEFAULT/FORECLOSURE. Owner(s) 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).

Risk Assessment of Lead-Based Paint

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

By signing below, TENANT(s) acknowledges receipt and understanding of this Notice and agree(s) that the provisions contained herein are binding as part of the Lease Agreement.

LANDLORD/OWNER

DATE

OR Landlord's Authorized NRS 645

Permitted Property Manager

LANDLORD/OWNER

DATE

OR Landlord's Authorized NRS 645

Permitted Property Manager

PRINT NAME

PRINT NAME

TENANT(s) agrees to rent the Premises on the above additional terms and conditions.

TENANT'S SIGNATURE

DATE

PRINT NAME

TENANT'S SIGNATURE

DATE

PRINT NAME

TENANT'S SIGNATURE

DATE

PRINT NAME

TENANT'S SIGNATURE

DATE

PRINT NAME