



RESIDENTIAL LEASE AGREEMENT

1. **This Lease AGREEMENT** is entered into this _____ day of _____, 20__ between OWNER'S Name: _____, OWNER'S Name: _____ (collectively hereinafter, "OWNER" and/or "LANDLORD") legal OWNER(s) of the property and TENANT's Name: _____ TENANT's Name: _____ TENANT's Name: _____ TENANT's Name: _____ (collectively, "TENANT"), which parties hereby agree to as follows:

2. **PREMISES:** LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the terms and conditions of the Lease Agreement, the Premises known and designated as _____ ("the Premises").

Premises Mail Box # _____, Parking Space # _____, Storage Unit # _____, Other _____.

3. **TERM:** The term hereof shall commence on _____ and continue until _____, with a **total rent** of \$ _____, including all fixed periodic fees, then on a month-to-month basis thereafter, until either Party shall terminate the same by giving the other Party thirty (30) days written notice delivered by US mail or electronic mail, as governed by paragraph 23 herein. (Total rent equals the total periodic term multiplied by the total fixed periodic rent; all calculations shall be based on 30-day month.)

4. **RENT:** TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of _____ **per month** on the first day of each calendar month as **Total Fixed Periodic Rent**, at _____ **MAXIM REALTY 6655 W. SAHARA AVE. B200 LAS VEGAS, NV 89146** or at such other place as LANDLORD may designate in writing, as follows:

REQUIRED MONTHLY FEES:

Monthly Fee Amt

Service Period Covered (weekly, bi-weekly, monthly)

Monthly Base Rent: \$ _____

Trash \$ _____

Sewer \$ _____

Pool Service: \$ _____

Landscaping Service: \$ _____

*Other: \$ _____

*Other: \$ _____

*Other: \$ _____

****TOTAL FIXED PERIODIC RENT** \$ _____

* As defined under Addendum #1

** This dwelling unit receives certain utility services that cannot be billed directly to TENANT. In compliance with Nevada law, the following applies:

☐ **Public Utility Service:** The (electric/ natural gas/water) service for this dwelling unit is provided through the below listed Utility Company, which is unable to contract directly with the TENANT for service of this unit. The monthly bill from the Utility Company will remain in the LANDLORD's name and will be charged to the TENANT as a monthly fee equal to the actual cost of the monthly bill, separate from the rent figure listed above under **TOTAL FIXED PERIODIC RENT**. For questions regarding this service, contact the specific Utility Company at phone number provided below:

☐ Electric provided by _____ Phone # _____

☐ Natural Gas provided by _____ Phone # _____

☐ Water provided by _____ Phone # _____

☐ **Master-Metered Water System:** This dwelling unit is subject to a master-metered water system. A separate monthly fee equal to the actual cost of water service provided to this dwelling unit will be charged to the tenant in addition to the TOTAL FIXED PERIODIC RENT listed above. This fee is billed separately from the rent figure.

Property _____

OWNER's Name _____

TENANT _____ Initials _____

TENANT _____ Initials _____

OWNER's Name _____

TENANT _____ Initials _____

TENANT _____ Initials _____

5. In addition to any amount payable as fixed-periodic rent, the TENANT shall pay the following **MOVE-IN fees prior to term commencement:**

	<u>Total</u>	<u>Received</u>	<u>Balance Due</u>
Pro-rated Fixed Periodic Rent			
From _____, To _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Pet Cleaning Fee(non-refundable)	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Additional Security	\$ _____	\$ _____	\$ _____
Next Month's Fixed Periodic Rent	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

6. **ADDITIONAL MONIES DUE:** _____

7. **ADDITIONAL FEES:**

a. **LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ _____ OR 5 % of the Periodic Rent. Late fees begin on the 4TH day.

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

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

Property _____
OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

1 **8. SECURITY DEPOSITS:** Upon execution of this Agreement,
2 TENANT's Name: _____ TENANT's Name: _____
3 TENANT's Name: _____ TENANT's Name: _____
4 shall deposit with ☒ LANDLORD ☐ BROKER as a Security Deposit the sum stated in paragraph 5. **TENANT shall**
5 **not apply the Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon
6 termination of the tenancy by either Party for any reason, the LANDLORD may claim, from the Security Deposit,
7 such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph
8 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder
9 of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide
10 TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of
11 surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding
12 address to prevent a delay in receiving the accounting and any refund. Within thirty (30) days of termination of this
13 agreement, the TENANT identified in this paragraph will be refunded the remaining deposits (if any). In the event of
14 damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds
15 from the deposit to repair but is not limited to this fund and TENANT remains liable for any remaining costs. (In
16 addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface
17 flooring including tile and grout.) TENANT ☒ is required ☐ is NOT required to furnish receipts for licensed
18 professional cleaning services to LANDLORD.
19

20 **9. CONDITION OF PREMISES:** TENANT agrees that TENANT has examined the Premises, including the grounds
21 and all buildings and improvements, and that they are, at the time of this Lease Agreement, in good order, good repair,
22 safe, clean, and habitable condition.
23

24 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on Security Deposits to offset administration
25 and bookkeeping fees.
26

27 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ **125.00** per eviction attempt to offset
28 the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related
29 fees according to actual costs incurred.
30

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

_____ Door key(s)	_____ Garage Transmitter/Fob(s)	_____ Pool Key/Fob(s)
_____ Mailbox key(s)	_____ Gate Card/Fob(s)	_____ Other(s) _____
_____ Laundry Room key(s)	_____ Gate Transmitter/Fob(s)	_____ Other(s) _____

35 TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.
36 The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or
37 LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
38

39 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part
40 thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT
41 exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be
42 used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any
43 kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and
44 sanitary laws, ordinances, rules and orders of appropriate governmental authorities and Homeowner's Associations,
45 if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the
46 attic, crawl space, roof or under the home or any other area of the property that is not considered living space.
47 TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.
48

Property _____	OWNER's Name _____	OWNER's Name _____
TENANT _____	Initials _____	TENANT _____
TENANT _____	Initials _____	TENANT _____
	Initials _____	Initials _____

1 **14. OCCUPANTS:** Occupants of the Premises shall be limited to _____ person(s) and shall be used solely for
2 housing accommodation and for no other purpose. TENANT represents that the following person(s) will live in the
3 Premises: _____
4 _____
5 _____

6 a. TENANT further represents the following occupant(s) is/are minors:
7 _____
8 _____

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

10 **16. UTILITIES:** TENANT is responsible for immediately connecting all utilities and services of Premises upon
11 commencement of lease. TENANT is to pay, when due, all utilities and other charges in connection with TENANT's
12 individual rented Premises. Responsibility is described as (T) for TENANT and (O) for OWNER:

Electricity	<u>T</u>	Trash	<u>T</u>	Trash Can Rental:	<u>T</u>	Phone	<u>T</u>
Gas	<u>T</u>	Sewer	<u>T</u>	Cable	<u>T</u>	Other	_____
Water	<u>T</u>	Septic	_____	Association Fees	<u>0</u>	Other	_____

17 a. LANDLORD will maintain the connection of the following utilities in LANDLORD's name only where required
18 by law because:

- 19 ☐ The applicable public utility is unable to contract directly with the tenant for (electric/natural gas/water)
20 service to the dwelling unit; or
21 ☐ The dwelling unit is subject to a master-metered water system.
22 _____
23 _____
24 _____

25 In such cases, the monthly bill from the applicable utility, or the cost of water service in a master-metered system, will
26 be charged to TENANT as a monthly fee equal to the actual cost of service for the dwelling unit, separate from the
27 rent amount listed in the TOTAL FIXED PERIODIC RENT shown in Paragraph 4. Any such fee is disclosed pursuant
28 to Nevada law with the required asterisk (**) and disclosure statement on the same page as the rent figure.
29 _____

30 b. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the
31 LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all
32 costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and
33 restore the Premises to its original condition at the termination of this Agreement.
34 _____

35 c. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and
36 shall pay all costs associated therewith.
37 _____

38 d. TENANT shall not default on any obligation to a utility provider for utility services at the Premises. TENANT
39 must show all utilities giving service to said Premises have a zero balance upon move out.
40 _____

41 e. Other: _____
42 _____
43 _____

44 **17. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats,
45 campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:
46 **AS PER LEASE TERMS AND CONDITIONS, CITY ORDINANCES AND IF APPLICABLE HOA RULES & REGULATIONS.**
47 _____

48 **TENANT shall not conduct nor permit any work on vehicles on the Premises without the express written**
49 **consent of the LANDLORD.**
50 _____

Property _____

OWNER's Name _____

TENANT _____ Initials _____

TENANT _____ Initials _____

OWNER's Name _____

TENANT _____ Initials _____

TENANT _____ Initials _____

1 **18. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in
2 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark
3 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.
4 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has
5 pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control service.
6 TENANT agrees to pay for the monthly pest control service fees. For more information on pests and pest control
7 providers, TENANT should contact the State of Nevada Division of Agriculture.
8

9 **19. ANIMALS: Service/Emotional Support Animal Addendum** ☐ is or ☐ is not included as part of this agreement.

10
11 **TENANT shall be in default if a pet is on the Property at any time without written permission of LANDLORD.**
12

13 a. In the event TENANT wishes to have a pet, TENANT will complete and Application for Pet Approval. Should
14 written permission be granted for occupancy of the designated pet, an additional ☒ pet deposit or ☐ pet cleaning
15 fee in the amount of \$ 500.00 per pet will be required and paid by TENANT in advance subject to deposit
16 terms and conditions aforementioned.
17

18 ☐ The LANDLORD has **NOT** approved any pets to be in the property.

19 ☐ The LANDLORD has approved the following pet(s) to be in the property:
20

21 Pet Type: _____ Breed: _____ Name _____ Weight _____
22 Pet Type: _____ Breed: _____ Name _____ Weight _____
23
24
25

26 b. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under
27 paragraph 21. TENANT further agrees to pay an immediate fine of \$ 750.00. LANDLORD reserves the right to
28 accept or deny this pet, but **ONLY AFTER THE AFOREMENTIONED FEE IS PAID**. Once TENANT pays
29 the fine, TENANT may complete an Application for Pet Approval, which will be treated as if no breach
30 occurred. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which
31 LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was
32 granted.
33

34 c. Service/Emotional Support Animals: ☐ N/A ☐ TENANT has submitted to the LANDLORD a Request for
35 Reasonable Accommodation, along with any required supporting documentation. Such requests will be evaluated
36 in accordance with all applicable Fair Housing Laws and/or the Americans with Disabilities Act and will not be
37 subject to discretionary approval or denial. The following animal(s) have been acknowledged as
38 service/emotional support animal(s) and are permitted to reside at the property in accordance with applicable Fair
39 Housing regulations:
40

41 Animal Type: _____ Breed: _____ Name: _____ Weight: _____
42 Animal Type: _____ Breed: _____ Name: _____ Weight: _____
43

44 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent.
45 Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the
46 Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture
47 permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD,
48 TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or
49 improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
50

Property _____
OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

1 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any
2 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or
3 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default,
4 LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall
5 issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related
6 to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies
7 available.
8

9 a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not
10 attempt to apply or deduct any portion of any Security Deposit from the last or any month's rent or use or apply
11 any such Security Deposit at any time in lieu of payment of rent. If TENANT fails to comply, such Security
12 Deposit shall be forfeited, and LANDLORD may recover the rent due as if any such deposit had not been applied
13 or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT
14 leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit
15 shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the
16 TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by
17 TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from
18 LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy
19 available by law, equity or otherwise.
20

21 b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if
22 TENANT defaults on Lease Agreement, LANDLORD may engage the services of an Attorney or a Collection
23 Agency. TENANT understands and acknowledges that LANDLORD/OWNER may give an Attorney or a
24 Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security
25 number or any other information to aid in collection efforts and holds LANDLORD, Broker, and OWNER
26 harmless from any liability in relation to the release of any personal information to these entities.
27

28 **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver
29 of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to
30 waive any right of LANDLORD or affect any notice of termination or eviction.
31

32 a. **ABANDONMENT.** LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the
33 Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic
34 rental payments, unless the rent is current or the TENANT has notified the LANDLORD in writing of an intended
35 absence.
36

37 b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the
38 following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability
39 to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and
40 may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may
41 hold TENANT liable for any difference between the rent that would have been payable under this Lease during
42 the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized
43 by LANDLORD by means of such reletting.

44 LANDLORD also may dispose of any of TENANTs abandoned personal property, pursuant to Nevada law as
45 LANDLORD deems appropriate, without liability to TENANT.
46
47
48
49

Property _____
OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

23. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 20 %.

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

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows:
ALL NON-EMERGENCY REPAIRS TO BE SUBMITTED THROUGH THE TENANTS ONLINE PORTAL AT APPFOLIO.COM
FOR EMERGENCY REPAIRS AFTER HOURS AND WEEKENDS CALL OR TEXT JIM CARMONA AT 702-275-2430 OR NORMA MENDOZA AT 413-398-9110.

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

- ☒ **MINOR** repairs necessary to the Premises up to and including the cost of \$ 75.00
☐ **Home Warranty Deductible(s)** _____ **for non-habitable items only.**

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

- a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters or due to TENANT neglect will be the responsibility of TENANT.
- b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.
- c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are NOT caused by TENANT.
- d. There _____ **is –OR–** _____ **is not** a landscape contractor whose name and phone number are as follows:

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

Property _____	OWNER's Name _____	OWNER's Name _____
TENANT _____	Initials _____	TENANT _____
TENANT _____	Initials _____	TENANT _____
		Initials _____

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

e. There _____ is **-OR-** _____ is not a pool contractor whose name and phone number are as follows:

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional due in the month following the charges accruing.

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

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

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

Property _____
OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

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)

☐ Refrigerator	☐ Intercom System	☐ Spa Equipment
☐ Stove	☐ Alarm System	☐ Auto Sprinklers
☐ Microwave	☐ Trash Compactor	☐ TV Wall Mounts
☐ Disposal	☐ Ceiling Fans	☐ BBQ
☐ Dishwasher	☐ Water Conditioner Equip.	☐ Solar Screens
☐ Washer	☐ Dryer	☐ Pool Equipment
☐ Auto/Garage Opener	☐ Gate Remotes	☐ Carpet
☐ Trash Can(s) (circle one) OWNER provided / Trash Service provided		
☐ Floor Coverings (specify type) _____		
☐ Window Coverings (specify type) _____		

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

31. INSURANCE: TENANT ☒ is **OR** ☐ is **not** required to purchase renter's insurance. LANDLORD BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANTS negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises

Property _____	OWNER's Name _____	OWNER's Name _____
TENANT _____	Initials _____	TENANT _____
TENANT _____	Initials _____	Initials _____

is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does ☒ or does not ☐ have LANDLORD's insurance. TENANT agrees to cooperate with OWNER and OWNER's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

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

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

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

33. ADDITIONAL RESPONSIBILITIES:

- a. TENANT may install or replace window screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining window screens.
- b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single-family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.
- c. The Premises **has –OR–** **has not** been freshly painted before occupancy. If not freshly painted, the Premises **will –OR–** **will not** be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.
- d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 3 business days of vacating the Premises.
- e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock within 3 business days of replacement or rekey. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.
- f. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

Property _____
OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

OWNER's Name _____
TENANT _____ Initials _____
TENANT _____ Initials _____

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

7
8 **35. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum
9 and any other provisions of this Agreement, the provisions of the addendum shall govern.

10
11 **36. ATTORNEY'S FEES:** In the event of any court action, the prevailing Party shall be entitled to be awarded against
12 the losing Party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and
13 costs.

14
15 **37. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in
16 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

17
18 **38. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or
19 TENANT's rights under the laws of the State of Nevada.

20
21 **39. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable,
22 such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

23
24 **40. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall
25 be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the
26 law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of
27 the evidence.

28
29 **41. SIGNATURES:** The Lease Agreement is accepted and agreed to jointly and severally. The undersigned have read
30 this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a
31 copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to
32 NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this Agreement had signed the same
33 document and all counterparts and copies will be construed together and will constitute one and the same instrument.

34
35 **42. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____
36 is a licensed real estate agent in the State(s) of _____, and has the following interest, direct
37 or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) –OR– ☐ family relationship or business
38 interest: _____.

39
40 **43. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

41
42 TENANT's Referral Company: _____
43 Agent Name: _____ Public ID# _____ License # _____
44 Address: _____
45 Phone: _____ Fax: _____ Email: _____
46
47
48

Property _____			
OWNER's Name _____		OWNER's Name _____	
TENANT _____	Initials _____	TENANT _____	Initials _____
TENANT _____	Initials _____	TENANT _____	Initials _____

1 LANDLORD's Brokerage: MAXIM REALTY Broker's Name: JIM CARMONA
2 DESIGNATED PROPERTY MANAGER JIM CARMONA
3 Agent's Name: JIM CARMONA Agent's License # B.1002431.LLC
4 Address: 6655 W SAHARA AVE. B200 LAS VEGAS NV 89146
5 Phone: 702-960-7777 Fax: 702-221-0125 Email: INFO@MAXIMREALTYLV.COM

6
7 **44. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection
8 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:
9

10 BROKERAGE: MAXIM REALTY
11 BROKER: JIM CARMONA
12 DESIGNATED PROPERTY MANAGER: JIM CARMONA
13 Address: 6655 W. SAHARA AVE. B200 LAS VEGAS NV 89146
14 Phone: 702-960-7777 Fax: 702-221-0125 Email: INFO@MAXIMREALTYLV.COM
15
16 TENANT: _____
17 Address: _____
18 Phone: _____ Fax: _____ Email: _____
19

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

- 22 A. ☒ **Addendum #1 – Residential Lease Agreement – Terms Defined (Total Fixed Periodic Rent)**
23 B. ☒ **Addendum #2 – TENANT Notice of Disclosures**
24 C. ☐ DISCLOSURE OF LEAD BASED PAINT and Pamphlet
25 D. ☐ HOA Rules and Regulations
26 E. ☐ Other: _____
27 F. ☐ Other: _____
28 G. ☐ Other: _____
29 H. ☐ Other: _____
30 I. ☐ Other: _____
31

32 **46. ADDITIONAL TERMS AND CONDITIONS:**

33 _____
34 **SEE MAXIM REALTY LEASE ADDENDUM FOR ADDITIONAL TERMS & CONDITIONS.**
35 _____
36 _____
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42 _____

Property _____
OWNER's Name _____
TENANT _____ Initials _____
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OWNER's Name _____
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14 **LANDLORD agrees to rent the Premises on the above terms and conditions.**

15 _____
16 _____
17 _____
18 LANDLORD/OWNER _____ DATE _____ LANDLORD/OWNER _____ DATE _____
19 OR LANDLORD's Authorized NRS 645 _____ OR LANDLORD's Authorized NRS 645 _____
20 Permitted Property Manager _____ Permitted Property Manager _____
21 _____
22 _____
23 PRINT NAME _____ PRINT NAME _____
24 _____

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

26 _____
27 _____
28 TENANT'S SIGNATURE _____ DATE _____ TENANT'S SIGNATURE _____ DATE _____
29 _____
30 PRINT NAME _____ PRINT NAME _____
31 _____
32 _____
33 TENANT'S SIGNATURE _____ DATE _____ TENANT'S SIGNATURE _____ DATE _____
34 _____
35 PRINT NAME _____ PRINT NAME _____
36 _____
37 _____

38 **Real Estate Brokers and Designated Property Managers:**
A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 42 are not parties to this Agreement between LANDLORD and TENANT.
B. Agency relationships are confirmed in paragraph 43 .

Property _____
OWNER's Name _____ OWNER's Name _____
TENANT _____ Initials _____ TENANT _____ Initials _____
TENANT _____ Initials _____ TENANT _____ Initials _____