

RESIDENTIAL LEASE AGREEMENT

for



(Property Address)

1. This AGREEMENT is entered into this \_\_\_ day of \_\_\_ between \_\_\_ ("LANDLORD") legal owner of the property through the Owner's BROKER, \_\_\_ ("BROKER") and

Tenant's Name: \_\_\_ Tenant's Name: \_\_\_

Tenant's Name: \_\_\_ Tenant's Name: \_\_\_

(collectively, "TENANT"), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

Table with 4 columns: Item, Total Amount, Received, Balance Due Prior to Occupancy. Rows include Rent, Security Deposit, Key Deposit, Admin Fee, Pet Deposit, Cleaning Deposit, Last Month's Rent Security, CIC Registration, Utility Proration, Sewer/Trash Proration, and Other.

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: \_\_\_\_\_

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as \_\_\_\_\_ consisting of \_\_\_\_\_ ("the Premises").

5. TERM: The term hereof shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_, for a total rent of \$ \_\_\_\_\_, 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 certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of \$ \_\_\_\_\_, in advance, on the \_\_\_\_\_ day of every month beginning the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and delinquent after \_\_\_\_\_. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 9/09 Landlord \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_
Page 1 of 9 Tenant \_\_\_\_\_ Tenant \_\_\_\_\_
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1 7. **PLACE OF PAYMENTS:** TENANT shall make all payments payable to \_\_\_\_\_  
2 and shall mail such payments to: \_\_\_\_\_  
3 \_\_\_\_\_ -or- \_\_\_\_\_ hand deliver such payments to  
4 \_\_\_\_\_ during normal business hours.  
5

6 **8. ADDITIONAL FEES:**

7  
8 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
9 \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per day for each day after \_\_\_\_\_ days that the sum was due.  
10

11 **B. DISHONORED CHECKS:** A charge of \$ \_\_\_\_\_ shall be imposed for each dishonored  
12 check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all  
13 costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,  
14 TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.  
15 Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if  
16 TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is  
17 aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon  
18 insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.  
19

20 **C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall  
21 become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All  
22 unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,  
23 utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning  
24 of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the  
25 initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as  
26 a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the  
27 right to exercise any other rights and remedies under this Agreement or as provided by law.  
28

29 **9. SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a  
30 Security Deposit the sum stated in paragraph 2. **TENANT shall not apply the Security Deposit to, or in lieu of,**  
31 **rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any  
32 reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.  
33 Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of  
34 termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD  
35 shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty  
36 (30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a  
37 forwarding address to prevent a delay in receiving the accounting and any refund.  
38

39 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset  
40 administration and bookkeeping fees.  
41

42 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ \_\_\_\_\_ per eviction  
43 attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal  
44 notices and all related fees according to actual costs incurred.  
45

46 **12. CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:  
47 \_\_\_\_\_ Door key(s) \_\_\_\_\_ Garage Transmitter(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
48 \_\_\_\_\_ Mailbox key(s) \_\_\_\_\_ Gate Card(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
49 \_\_\_\_\_ Laundry Room key(s) \_\_\_\_\_ Gate Transmitter(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
50 Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.  
51 The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or  
52 Landlord's BROKER.  
53

1 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part  
2 thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes  
3 only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste,  
4 cause excessive noise, create a nuisance or disturb others.  
5

6 **14. OCCUPANTS:** Occupants of the Premises shall be limited to \_\_\_\_\_ persons and shall be used solely for  
7 housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the  
8 Premises: \_\_\_\_\_  
9 \_\_\_\_\_  
10

11 **15. GUESTS:** The TENANT agrees to pay the sum of \$ \_\_\_\_\_ per day for each guest remaining on  
12 the Premises more than \_\_\_\_\_ days. Notwithstanding the foregoing, in no event shall any guest remain on the  
13 Premises for more than \_\_\_\_\_ days.  
14

15 **16. UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of  
16 lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented  
17 premises. Responsibility is described as (T) for Tenant and (O) for Owner:

18 Electricity _____	Trash _____	Phone _____	Other _____
19 Gas _____	Sewer _____	Cable _____	Other _____
20 Water _____	Septic _____	Association Fees _____	

21  
22 a. TENANT is responsible to connect the following utilities in TENANT'S name: \_\_\_\_\_  
23 \_\_\_\_\_

24 b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill  
25 TENANT for connection fees and use accordingly: \_\_\_\_\_  
26 \_\_\_\_\_

27 c. No additional phone or cable lines or outlets shall be obtained for the Premises without the  
28 LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all  
29 costs associated with the additional lines or outlets.

30 d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services  
31 company and shall pay all costs associated therewith.

32 e. Other: \_\_\_\_\_  
33 \_\_\_\_\_  
34

35 **17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in  
36 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark  
37 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.  
38 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has  
39 pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT  
40 agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the  
41 yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the  
42 State of Nevada Division of Agriculture at [www.agri.nv.gov](http://www.agri.nv.gov).  
43

44 **18. PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the  
45 event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written  
46 permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ \_\_\_\_\_  
47 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the  
48 event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written  
49 evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and  
50 liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional  
51 insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being  
52 allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees  
53 to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

1 damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written  
2 permission was granted.

3  
4 **19. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats,  
5 campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as  
6 follows: \_\_\_\_\_ .

7 **TENANT shall not conduct nor permit any work on vehicles on the premises.**

8  
9 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All  
10 alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between  
11 parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a  
12 fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for  
13 restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

14  
15 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any  
16 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or  
17 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon  
18 default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default,  
19 LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT.  
20 LANDLORD may pursue any and all legal and equitable remedies available.

21  
22 **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a  
23 waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be  
24 construed to waive any right of LANDLORD or affect any notice of termination or eviction.

25  
26 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the  
27 Premises at the expiration of this Agreement. **Such notice shall be in writing and shall be provided to**  
28 **LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement.**  
29 **In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement.** In the event  
30 TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis  
31 until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by  
32 \_\_\_\_\_ %.

33  
34 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall  
35 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the  
36 LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to  
37 inspect the Premises in the TENANT's presence to verify the condition of the Premises.

38  
39 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential  
40 services emergencies on behalf of the LANDLORD is as follows: \_\_\_\_\_  
41 \_\_\_\_\_

42  
43 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately  
44 report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises.  
45 TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence.  
46 TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the  
47 costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the  
48 Premises up to and including the cost of \$ \_\_\_\_\_ . TENANT agrees to pay for all repairs,  
49 replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets,  
50 licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows  
51 open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the  
52 building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional  
53 rent to be paid no later than the next monthly payment date following such repairs.

1 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at  
2 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for  
3 major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT  
4 neglect will be the responsibility of TENANT.  
5

6 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.  
7

8 c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to  
9 cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping  
10 maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the  
11 landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being  
12 maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns,  
13 shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If  
14 TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping  
15 maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately  
16 become additional rent.  
17

18 d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.  
19

20 e. TENANT      shall ~~-OR-~~      shall not have carpets professionally cleaned upon move out. If cleaned,  
21 TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning  
22 company.  
23

24 f. There      is ~~-OR-~~      is not a pool contractor whose name and phone number are as follows: \_\_\_\_\_  
25

26 \_\_\_\_\_  
27 If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the  
28 water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory  
29 manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the  
30 actual cost. Said costs shall become additional rent.

31 **27. ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all  
32 reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other  
33 business therein as requested by LANDLORD, and for BROKER's periodic maintenance reviews. If TENANT fails  
34 to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any  
35 additional charges incurred which will then become part of the next month's rent and be considered additional rent.  
36 TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have  
37 the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to  
38 give TENANT twenty-four (24) hours notification for entry, except in case of emergency.  
39

40 **28. INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if  
41 absent.)  
42

43	<u>    </u> Refrigerator	<u>    </u> Intercom System	<u>    </u> Spa Equipment	<u>    </u>	<u>    </u>
44	<u>    </u> Stove	<u>    </u> Alarm System	<u>    </u> Auto Sprinklers	<u>    </u>	<u>    </u>
45	<u>    </u> Microwave	<u>    </u> Trash Compactor	<u>    </u> Auto Garage Openers	<u>    </u>	<u>    </u>
46	<u>    </u> Disposal	<u>    </u> Ceiling Fans	<u>    </u> BBQ	<u>    </u>	<u>    </u>
47	<u>    </u> Dishwasher	<u>    </u> Water Conditioner Equip.	<u>    </u> Solar Screens	<u>    </u>	<u>    </u>
48	<u>    </u> Washer	<u>    </u> Floor Coverings	<u>    </u> Pool Equipment	<u>    </u>	<u>    </u>
49	<u>    </u> Dryer	<u>    </u> Window Coverings	<u>    </u> Other	<u>    </u>	<u>    </u>

50  
51 TENANT assumes responsibility for the care and maintenance thereof.  
52  
53

1 **29. ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners  
2 association planned unit development, condominium development ("the Association") or such, TENANT hereby  
3 agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations)  
4 of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by  
5 himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation  
6 of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an  
7 addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph,  
8 TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's  
9 expense, shall provide TENANT with any additions to such Governing Documents as they become available.  
10 LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations  
11 governing use of the Premises and of the common areas (if any). [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] ]  
12

13 **30. INSURANCE:** TENANT    is **-OR-**    is **not** required to purchase renter's insurance. LANDLORD and BROKER  
14 shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or  
15 injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in  
16 common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for  
17 damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even  
18 if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that  
19 TENANT purchase renter's insurance.  
20

21 **31. ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or  
22 maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public  
23 nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty  
24 of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building,  
25 health or safety codes or regulations may be reported to the government entity in our local area such as the code  
26 enforcement division of the county/city government or the local health or building departments.  
27

28 **32. ADDITIONAL RESPONSIBILITIES:**

29  
30 a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written  
31 permission from LANDLORD. LANDLORD is not responsible for maintaining screens.  
32

33 b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is  
34 prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single  
35 family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and  
36 within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue  
37 equipment is generating heat.  
38

39 c. The Premises    **have -OR-**    **have not** been freshly painted. If not freshly painted, the Premises  
40    **have -OR-**    **have not** been touched up. TENANT will be responsible for the costs for any holes or  
41 excessive dirt or smudges that will require repainting.  
42

43 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than \_\_\_\_\_  
44 business days of vacating the Premises.  
45

46 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and  
47 provides LANDLORD with a workable key for each new or changed lock.  
48

49 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint  
50 and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this  
51 agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If  
52 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to  
53 have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an  
54 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will

1 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then  
2 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of  
3 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was  
4 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)  
5

6 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a  
7 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to  
8 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.  
9

10 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of  
11 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing  
12 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches  
13 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in  
14 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may  
15 not exhibit more than one political sign for each candidate, political party or ballot question.  
16

17 **33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid  
18 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes  
19 shall take effect after thirty days notice to TENANT.  
20

21 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an  
22 addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.  
23

24 **35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against  
25 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and  
26 costs.  
27

28 **36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in  
29 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and  
30 effect.  
31

32 **37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or  
33 TENANT's rights under the laws of the State of Nevada.  
34

35 **38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or  
36 unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder  
37 of this Agreement.  
38

39 **39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement  
40 shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided  
41 by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a  
42 preponderance of the evidence.  
43

44 **40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this  
45 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a  
46 copy of this Agreement.  
47

48 **41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_  
49 is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the following interest, direct  
50 or indirect, in this transaction:  Principal (LANDLORD or TENANT) -OR-  family relationship or business  
51 interest: \_\_\_\_\_.  
52  
53

1 **42. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:  
2

3 Tenant's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
4 Address: \_\_\_\_\_  
5 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
6 License # \_\_\_\_\_  
7

8 Landlord's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
9 Address: \_\_\_\_\_  
10 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
11 License # \_\_\_\_\_  
12

13 **43. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection  
14 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:  
15

16 **BROKER:** \_\_\_\_\_  
17 Address: \_\_\_\_\_  
18 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
19

20 **TENANT:** \_\_\_\_\_  
21 Address: \_\_\_\_\_  
22 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
23

24 **44. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other  
25 information:

- 26 A.  Lease Addendum for Drug Free Housing
- 27 B.  Smoke Detector Agreement
- 28 C.  Other: \_\_\_\_\_
- 29 D.  Other: \_\_\_\_\_
- 30 E.  Other: \_\_\_\_\_

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1 **45. ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_  
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21 \_\_\_\_\_  
 22 LANDLORD/OWNER OF RECORD NAME

\_\_\_\_\_  
 TENANT'S SIGNATURE DATE  
 Print Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

26 \_\_\_\_\_  
 27 MANAGEMENT COMPANY (BROKER) NAME

\_\_\_\_\_  
 TENANT'S SIGNATURE DATE  
 Print Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

31 By \_\_\_\_\_  
 32 Authorized AGENT for BROKER SIGNATURE DATE

\_\_\_\_\_  
 TENANT'S SIGNATURE DATE  
 Print Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

34  REALTOR®

\_\_\_\_\_  
 TENANT'S SIGNATURE DATE  
 Print Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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