



RESIDENTIAL LEASE AGREEMENT

for

EC O	PORTUNITY	

	(Property Addr	ress)	
1. This Lease AGREEMENT is	entered into this	day of	, 20 be
OWNER'S Name: (collectively hereinafter, "OWNE	, OW	NER'S Name:	
(collectively hereinafter, "OWNE	R" and/or "LANDLO	RD") legal owner(s)) of the property
TFNANT's Name:	TENAN	NT's Name:	, iii iiii fiifi
TENANT's Name: TENANT's Name:	TENAN	MT's Name:	
(collectively, "TENANT"), which part	ries hereby agree to as follo		
2. PREMISES: LANDLORD hereby	2		n I ANDI OPD subject
terms and conditions of the Lease	Agreement, the Premises k	nown and designated as	III LANDLORD, Subject
		("the Pro	emises") Premises Mai
terms and conditions of the Lease #, Parking Space #	_, Storage Unit #	, Other	
3. TERM: The term hereof shall co			
a total rent of \$	then on a month to mo	und continue unt	hither Dorty shall terming
	(20) 1 (10)	in basis thereafter, until (
same by giving the other Party thirt			ectronic mail. (All calcul
shall be based on 30 day month), a	is governed by paragraph 2.	3 herein.	
4. RENT: TENANT agrees to pay			
ре	r month on the first	day of each calendar	month as Periodic
at			
or at such other place as LANDLC	RD may designate in writi	ng.	
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5. SUMMARY: The initial rents, ch	arges and deposits are as fo	ollows:	
,	0 1		
	Total	Received	Balance Due
	Total	Received	Balance Due
Dont Enom	¢	¢	¢
Rent: From, To Security Deposit Key Deposit	\$ \$	\$	\$
Security Deposit	\$	\$	\$
		\$	\$
Admin/Credit App Fee (non-refundable)	\$	\$	\$
Pet Deposit	\$	\$	\$
Pet Cleaning Fee (non-refundable) Cleaning Deposit	\$	\$	\$
Cleaning Deposit	\$	\$	\$
Cleaning Fee (non-refundable)	\$	\$	\$
	ው 		\$
Additional Security	\$	\$	\$
TT, '1', D ,'	φ	φ	¢.
	\$	\$	\$
Sewer and/or Trash Proration	\$	\$ \$	\$
Sewer and/or Trash Proration Pre-Paid Rent	\$	\$	\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for	\$\$	\$	\$ \$43.00 \$ \$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for	\$	\$ \$ \$	\$ \$43.00
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee	\$ <u>43.00</u> <u>5</u> <u>100.00</u>	\$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$_100.00
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee Other	\$ <u>43.00</u> \$ <u>100.00</u> \$ <u>100.00</u>	\$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Description Other Other Description Other Description Desc	\$ <u>43.00</u> <u>5</u> <u>100.00</u>	\$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee Other Other	\$ <u>43.00</u> \$ <u>100.00</u> \$ <u>100.00</u>	\$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Cother Other Other Other Other Other Other Other	\$ <u>43.00</u> <u>5</u> <u>100.00</u> <u>5</u> <u>5</u> <u>5</u> <u>5</u>	\$ \$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Cother Other Other Other Other Other Other Other	\$ <u>43.00</u> \$ <u>100.00</u> \$ <u>100.00</u>	\$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Other Other Other TOTAL	\$ <u>43.00</u> <u>5</u> <u>5</u> <u>100.00</u> <u>5</u> <u>5</u> <u>5</u> <u>5</u> <u>143.00</u>	\$ \$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee Other Other Other TOTAL Property	\$ <u>43.00</u> \$ <u>100.00</u> \$ <u>143.00</u>	\$ \$ \$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee Other Other Other TOTAL Property Owner's Name	\$ <u>43.00</u> \$ <u>43.00</u> \$ <u>100.00</u> \$ <u>143.00</u>	\$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Utility Proration Sewer and/or Trash Proration Pre-Paid Rent Pro-Rated Rent for Other Lease Prep Fee Other Other Other TOTAL Property Owner's Name Tenant Tenant	\$	\$ \$ \$ \$ \$ \$ \$ \$	\$

6. ADDITIONAL MONIES DUE:

\$43/month on top of rent for Sewer and Trash service. Trash utility to remain in owner's name

7. ADDITIONAL FEES:

A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of OR <u>5</u>% of the Periodic Rent. Late fees begin on the <u>4</u> day.

B. DISHONORED PAYMENTS: A charge of \$ <u>100.00</u> 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 paymentwith 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 RENT: 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.

30 8. SECURITY DEPOSITS: Upon execution of this Agreement,

31	TENANT's Name:	TENANT's Name:
32	TENANT's Name:	TENANT's Name:

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

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Initials
Initials

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- 1 9. CONDITION OF PREMISES: TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease Agreement, in good order, good 2 3 repair, safe, clean, and habitable condition.
- 5 10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on Security Deposits to offset administration 6 and bookkeeping fees.
- 8 11. EVICTION COSTS: TENANT shall be charged an administrative fee of \$ ______ per eviction attempt to offset 9 the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related 10 fees according to actual costs incurred.

12 12. CARDS AND KEYS: Upon commencement of the Agreement, TENANT shall receive the following: 13

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

 Laundry Room key(s)
 Gate Transmitter/Fob(s)
 Other(s)

 TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.

 16 The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or 17 18 LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER.

- 20 13. CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part 21 thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT 22 exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall 23 be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade 24 of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all 25 the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and Homeowner's Associations, if any, with respect to the Premises. TENANT understands and acknowledges that 26 27 they are not permitted to access the attic, crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance 28 29 or disturb others.
- 14. OCCUPANTS: Occupants of the Premises shall be limited to ______ persons and shall be used solely for housing 31 accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises: 32
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15. GUESTS: The TENANT agrees in no event shall any guest remain on the Premises for more than **30** days. 36 37

38 16. UTILITIES: TENANT shall immediately connect all utilities and services of Premises upon commencement of 39 lease. TENANT is to pay, when due, all utilities and other charges in connection with TENANT's individual rented Premises. Responsibility is described as (T) for TENANT and (O) for Owner: 40

E	lectrici	ty T	Trash T	Trash Can Ren	ntal: T	Phone T
G	as	тт	Sewer T	Cable	T	Other HOA FINES (T)
W	/ater	Т	Septic N/A	Association Fe	es o	Other
	a. 7	ΓENANT	is responsible to connect	t the following utilities	es in TENA	NT'S name:
			is responsible to connec 367–5555 / Gas: (87)	•		
D. (•		
1 2	Powe			7)860-6020 / Water	: (702)870	
Property Owner's Na Tenant	Powe			•	: (702)870	

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: Trash & Sewer

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

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

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

f. Other:

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

18. PETS: No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written

permission be granted for occupancy of the designated pet, an additional \Box pet deposit or pet cleaning fee \Box in the of amount

\$ 300.00 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 500.00 for such unauthorized pet. LANDLORD reserves the right to accept or deny this pet, but ONLY AFTER THE AFOREMENTIONED FINE IS PAID. Once Tenant pays the fine, TENANT may complete an Application for Pet Approval, which will be treated as if no breach had occurred. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages, which 42 LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

44 **19. 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:

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Property			
Owner's Name		Owner's Name	-
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials
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TENANT shall not conduct nor permit any work on vehicles on the Premises without the express written consent of the LANDLORD.

- ALTERATIONS: TENANT shall make no alterations to the Premises without LANDLORD's written consent.
 Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the
 Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture
 permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD,
 TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or
 improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
- 21. DEFAULT: Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.
- 19 a. FORFEITURE OF SECURITY DEPOSIT - DEFAULT. It is understood and agreed that TENANT shall not 20 attempt to apply or deduct any portion of any Security Deposit from the last or any month's rent or use or apply 21 any such Security Deposit at any time in lieu of payment of rent. If TENANT fails to comply, such Security 22 Deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied 23 or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT 24 leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit 25 shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the 26 TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by 27 TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from 28 LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy 29 available by law, equity or otherwise. 30
 - b. TENANT PERSONAL INFORMATION UPON DEFAULT. TENANT understands and acknowledges that if TENANT defaults on Lease Agreement, LANDLORD may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD/Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.
- 22. ENFORCEMENT: Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver
 of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to
 waive any right of LANDLORD or affect any notice of termination or eviction.
 - a. ABANDONMENT. LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has notified the landlord in writing of an intended absence.
 - b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and

Property			_
Owner's Name		Owner's Name	
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting.

LANDLORD also may dispose of any of TENANTs abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

8 23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT's intention to vacate the 9 Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last 10 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 11 12 shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not 13 authorized by LANDLORD, rent shall increase by 25 %.

- 15 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 16 LANDLORD in good, clean and sanitary condition, normal wear excepted. 17
- 19 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: 20

21 Emergencies: (702)714-1536

Other: Tenant portal for standard maintenance requests.

- 24 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 25 water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held 26 27 responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be 28 responsible for all
- 29 MINOR repairs necessary to the Premises up to and including the cost of \$ 75.00
- 30 Home Warranty Deductible(s)
- 31 ☐ Maintenance Copay(s)

TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or 32 33 negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by 34 wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other 35 damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid 36 immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such 37 repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and 38 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.

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Owner's Name		Owner's Name	
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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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.

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 X 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.

- 36 27. SMOKE DETECTOR AGREEMENT LANDLORD and TENANT agree that the premises are equipped with
 37 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.

Property	Į
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Owner's Name		Owner's Name	_
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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- 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 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.** <u>**DISPLAY OF SIGNS.**</u> 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. []
- **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		Auto Garage Openers	
	×	Disposal		Ceiling Fans		BBQ	
		Dishwasher		Water Conditioner Equip.		Solar Screens	
		Washer	X	Dryer		Pool Equipment	
		Garage Opener		Gate Remotes		Carpet	
	×	Trash Can(s) (circle one) ow	vner	provided / trash service pro	vide	ed i	
		Floor Coverings (specify typ					
	×	Window Coverings (specify	typ	a) = 1 · 1			
			21	,			_
	TF	NANT acknowledges that an	w a	nnliances that are on the nr	emis	ses are for TENANTs use	and conveni
		NANT acknowledges that an					
D. (NANT acknowledges that an vever, in the event of a bre					
Property	hov	vever, in the event of a bre	akd	own of said appliance(s) T	TEN.	ANT acknowledges that	
Owner's	hov Nam	vever, in the event of a bre	akd	own of said appliance(s) T	TEN.	ANT acknowledges that	property man
	hov Nam	vever, in the event of a bre	akd	own of said appliance(s) Owner's nitials	TEN. Name	ANT acknowledges that	

- 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.
- 3 4 **31. INSURANCE:** TENANT X is -OR- is not required to purchase renter's insurance. LANDLORD 5 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 6 7 occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and 8 hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does 9 not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by 10 fire or other casualty not due to TENANTs negligence or willful act, or that of TENANT's family, agent, or visitor, 11 there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises 12 is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent 13 shall be prorated up to the time of the damage. 14
- 15 TENANT hereby acknowledges that the OWNER of the subject property does <u>×</u> or does not <u>have homeowner's</u> insurance. TENANT agrees to cooperate with homeowner and homeowner'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.
- 35 **33. ADDITIONAL RESPONSIBILITIES:**

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- 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.

46	c. The Premises	has -OR-	has not been freshly painted before occupancy. If not freshly painted,
47	the Premises	will –OR–	will not be touched up before occupancy. TENANT will be responsible for
48	the costs for any h	oles or excessive of	dirt or smudges that will require repainting.

Property			_
Owner's Name		Owner's Name	
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than **one** 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. 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. TENANT 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 for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT 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. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT 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 its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT 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 consents, in writing, to the exhibition of the political sign. TENANT 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.

i. 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.

- 36 34. CHANGES MUST BE IN WRITING: No changes, modifications or amendment of this Agreement shall be valid
 37 or binding unless such changes, modifications or amendments are in writing and signed by each Party. Such changes
 38 shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the
 39 Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.
 40 There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the
 41 subject matter of this Lease Agreement.
- 43 35. CONFLICTS BETWEEN LEASE AND ADDENDUM: In case of conflict between the provisions of an addendum
 44 and any other provisions of this Agreement, the provisions of the addendum shall govern.

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

Property			_
Owner's Name		Owner's Name	-
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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- **37. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.
- **38.** WAIVER: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.
- 8 39. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held invalid or unenforceable,
 9 such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 40. VIOLATIONS OF PROVISIONS: A single violation by TENANT of any of the provisions of this Agreement shall
 be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the
 law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of
 the evidence.
- 41. SIGNATURES: The Lease Agreement is accepted and agreed to jointly and severally. The undersigned have read
 this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a
 copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to
 NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this Agreement had signed the same
 document and all counterparts and copies will be construed together and will constitute one and the same instrument.
- **42. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,

is a licensed real estate agent in the State(s) of			, and has the following interest, direct
or indirect, in this transaction:		Principal (LANDLORD or TENAN	NT) – OR – \Box family relationship or business
interest:			

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

A gent Name	pany:Public ID#	License #	
Address:			
Phone:	Fax:	Email:	······
LANDLORD's Brokerag	e:	Broker's Name:	
DESIGNATED PROPER	TY MANAGER		
Address:		C	
Phone:	Fax:	Email:	
44. NOTICES: Unless other	wise required by law, any notice	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne
44. NOTICES: Unless other with this Agreement must	wise required by law, any notice t be in writing and mailed by cert	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne
44. NOTICES: Unless other with this Agreement must BROKERAGE:	wise required by law, any notice t be in writing and mailed by cert	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne
44. NOTICES: Unless other with this Agreement must BROKERAGE:	wise required by law, any notice t be in writing and mailed by cert	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne addresses:
 44. NOTICES: Unless other with this Agreement must BROKERAGE: BROKER: DESIGNATED PROPER 	wise required by law, any notice t be in writing and mailed by cert	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne addresses:
 44. NOTICES: Unless other with this Agreement must BROKERAGE: BROKER: DESIGNATED PROPER Address: 	wise required by law, any notice t be in writing and mailed by cert	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne addresses:
 44. NOTICES: Unless other with this Agreement must BROKERAGE: BROKER: DESIGNATED PROPER Address: Phone: 	wise required by law, any notice t be in writing and mailed by cert TY MANAGER: Fax:	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne addresses:
 44. NOTICES: Unless other with this Agreement must BROKERAGE: BROKER: DESIGNATED PROPER Address: Phone: Property Owner's Name 	TY MANAGER:	to be given or served upon any pa ificate of mailing to the following 	rty hereto in conne addresses:
 44. NOTICES: Unless other with this Agreement must BROKERAGE: BROKER: DESIGNATED PROPER Address: Phone: 	TY MANAGER: Fax: Initials	to be given or served upon any pa ificate of mailing to the following	rty hereto in conne addresses:

1	TENANT:			
2	Address:			
3	Phone:	Fax:	Email:	
4				

5 45. MILITARY PROVISION: IN THE EVENT the TENANT is, or hereafter becomes, a member of the United 6 States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders 7 to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the 8 military, or is ordered into military housing, then in any of these events, the TENANT may terminate this Lease 9 Agreement upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the 10 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) 11 12 occupy the premises past the first day of the month. The Security Deposit will be promptly returned to the TENANT, 13 provided there are no damages to the premises, as described by law. 14

46. FORECLOSURE: IN THE EVENT THAT OWNER DEFAULTS AND PREMISES IS SUBJECT TO FORECLOSURE ACTION:

NOTICE OF DEFAULT/FORECLOSURE. Owner 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 <u>honor ALL CONDITIONS of the</u> <u>current Lease Agreement</u> 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).

47. ADDENDA ATTACHED: Incorporated into this Agreement are the following addenda, exhibits and other
 information:

40	A. 🗶	HOA Rules and Regulations
41	В. 🕱	DISCLOSURE OF LEAD BASED PAINT
42	C. 🗶	Other: Early Termination
43	D. 🗶	Other: Utility Sheet
44	E. 🗙	Other: Property Condition Report
45	F. □	Other:
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Property			
Owner's Name		Owner's Name	
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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1 48. ADDITIONAL TERMS AND CONDITIONS:

- 1. NO PETS allowed at the property at any time including pet visits or pet sitting. Additional pets 3 or visiting pets will be fined \$500/occurrence.
- 2. Tenant may be charged a Pet Fee if applicable of \$100 for Pet Approval. Pet Fee is Non-Refundable.
- 5 3. Tenant is made aware that there is an electronic payment method available (tenant portal @ www.kenravago.com) with the property management company. Payments are available through the portal from the 25th of any month until the 3rd of the next month only. NO PAYMENTS ALLOWED UNDER THE DOOR. Late payments only accepted in certified funds during business hours.
- 7 4. Tenant to provide proof of RENTERS INSURANCE, PRIOR to move-in.
- 8 5. All utilities shall be put in tenants name (except for trash) no later than the day of occupancy.
- 9 6. Tenant accepts the property in the current state of cleanliness and acknowledges that it is in good
- 10 condition. The inspection report provided to the Tenant, must be returned within 5 days of taking possession. Tenant is encouraged to report any necessary repairs, no matter how slight. Failure to submit report to property manager in this time frame results in tenant responsibility of claims. Owner 11 may not opt to correct deficiencies.
- 12 7. Flooring to be professionally cleaned upon lease renewal or termination and provide invoice to RE/MAX Advantage.
- 8. During final 30 days of lease, tenant shall cooperate with scheduling and showing of home. Should owner list the house for rent/ sale, tenant agrees to show house with a 24-hour notice to prospective renters/ purchasers. If a sale is consummated, lease will be assigned to new owner.
- 9. Failure to show or allow entry onto all parts of the premises, after proper notice is given, may cause financial damage and fees to be incurred by the landlord. This includes but is not limited to loss of potential rental or sale income as well as rescheduling and administrative fees. Tenant will be fined \$50 for no show.
- 18 10. If the Residential Lease Agreement is not renewed after initial term, rent will increase a minimum of 7% automatically. Tenant agrees to pay a Renewal fee of \$75 at time of lease renewal if applicable.
- 19 11. Tenant acknowledges and consents to any trash or personal property left in or about the property 20 upon vacating may be disposed of at tenant expense.
- 21 12. Tenant agrees to pay a penalty fee of \$35 per infraction, per incident, but not include labor costs that may be levied against the tenant to bring the tenant or property into compliance with the rules and regulations stipulated in the Lease or requested by the HOA. Fines may be more money than \$35 if the severity of the violations so warrants.
- 13. Landlord and Tenant's agree that these charges represent a fair and reasonable estimate of the costs landlord may incur by reason of tenant's lack of compliance with the rules and regulations stipulated in the lease or requested by the HOA.
- 14. On the move out date, the property is to be returned in same or comparable condition; otherwise cleaning and repair costs will come out of the security deposit.
- 15. Tenant is responsible to maintain any water equipment (if applicable) and replace all filters as 27 needed (fridge, R/O, water softeners, air conditioners, etc.). If any are supplied as a courtesy, it will not be maintenance or replace by owner nor property management company.
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- 29 Landlord agrees to rent the Premises on the above terms and conditions.
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Property			
Owner's Name		Owner's Name	_
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials

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LANDLORD/OWNER	DATE	LANDLORD/OWNER	DATE
OR Landlord's Authorized NRS 645 Permitted Property Manager		OR Landlord's Authorized NRS 645 Permitted Property Manager	
PRINT NAME		PRINT NAME	
Tenant agrees to rent the Premises	s on the above to	erms and conditions.	
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
PRINT NAME		PRINT NAME	
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
	DITL		DITL
PRINT NAME		PRINT NAME	
Real Estate Brokers and Designated Prop			

B. Agency relationships are confirmed in paragraph 43.

Property			
Owner's Name		Owner's Name	
Tenant	Initials	Tenant	Initials
Tenant	Initials	Tenant	Initials
			Initials

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ADDENDUM NO. 1



as

TO RESIDENTIAL LEASE AGREEMENT

for

(Property Address)

In reference to the Residential Lease Agreement executed by _____

Tenants(s) and ______ as Broker, dated

_____ covering the above-referenced real property, the parties hereby agree that the Lease Agreement be amended as follows:

EARLY TERMINATION

I) The lease may not be terminated prior to expiration. If tenant vacates the property prior to the lease termination, tenants deposit may be forfeit. Landlord may elect to pursue tenant for all remaining rents and utilities due up to the date of lease expiration.

Should tenant or property manager locate a QUALIFIED applicant (under landlord's qualification procedures) willing to complete the lease agreement under the same terms as existing tenant or better, landlord MAY elect to accept a replacement tenant and suspend existing lease.

A \$600 early cancellation fee will be charged to tenant in event of early cancellation no matter what the reason. Tenant must pay for rent and utilities until date of replacement tenant lease start.

II) If an active duty military service-person is ordered (in writing) to relocate, owner will end the lease in good standing provided that 60 days written notice is submitted along with copy of orders. Tenant to allow showings for replacement tenant.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Lease Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

LANDLORD/OWNER OF RECORD		TENANT'S SIGNATURE Print Name:	DATE
MANAGEMENT COMPANY (BROKER)		TENANT'S SIGNATURE Print Name:	DATE
ByAuthorized AGENT for BROKER	DATE	TENANT'S SIGNATURE Print Name:	DATE
		TENANT'S SIGNATURE Print Name:	DATE
Addendum to Residential Lease Agreement 11/09		© 2009 Greater Las Vegas Association of REALTORS®	







LEASE ADDENDUM FOR SERVICE AND/OR EMOTIONAL SUPPORT ANIMALS (COLLECTIVELY "ASSISTANCE ANIMALS")

for

(Property Address)

Pursuant to this Lease Addendum for Service and/or Emotional Support Animals, ("Assistance Animals"), the Landlord/Owner may permit a Tenant with a disability to keep an assistance animal as a reasonable accommodation provided Tenant agrees to the following terms and conditions, which, upon execution, become part of the Tenant's lease: (Please initial next to each item below.)

- 1. Tenant certifies that he/she is disabled, and Tenant acknowledges that his/her Assistance Animal is necessary to allow him/her the opportunity to use and enjoy the dwelling.
- 2. In order to comply with federal and state law and obtain permission to keep an assistance animal, Tenant must make a reasonable accommodation request for such an assistance animal¹ to the owner or manager. Any reasonable accommodation request will be granted unless one or more of the following.
 - (a) Tenant understands and agrees that the assistance animal may not pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
 - (b) Tenant understands and agrees that the assistance animal may not cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation; or
 - (c) Tenant understands and agrees that making the requested accommodation would (1) pose an undue financial and administrative burden or (2) fundamentally alter the nature of the provider's operations.
 - (d) A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Tenant understands Management reserves the right to rescind its permission if the animal's conduct proves to violate (a) (c) above.
 - 3. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.
 - 4. The following rules apply with respect to assistance animals:
 - (a) No deposit and or fee will be assessed for assistance animals, however **Tenants are financially** responsible for any injury to persons or damage to property due to the service animal.
 - (b) Tenants are responsible for the immediate disposal of all waste products of assistance animals, including removal of waste materials from outdoor areas and disposal of such waste in trash receptacles.
 - (c) Tenant will keep current with the assistance animal's required immunizations and will provide Landlord with evidence of such as well as the contact information of the assistance animal's veterinarian.
 - (d) If local laws require animals to be licensed, then Tenant will do so and provide Landlord with evidence of such.

¹ This form, if filled out fully and provided to Landlord/Owner or Manager, shall be considered a request for reasonable accommodations. Lease Addendum for Assistance Animals 1525078v.1

- (e) Tenant will not allow his or her assistance animal to become a nuisance to others. Excessive, loud, and/or extended periods of barking would be considered a nuisance.
- (f) All assistance animals must be properly restrained when outside the resident's apartment and must not be left unattended when outdoors; and
- (g) All assistance animals must be properly restrained when outside the resident's dwelling.
- 5. The terms of this Lease Addendum may be amended pursuant to further reasonable accommodation requests made by a resident with respect to an assistance animal.
- 6. It is agreed that the foregoing provisions are necessary components of the reasonable accommodation that is the subject of this Addendum. <u>Non-compliance with this addendum constitutes a material breach of the Tenant's Lease Agreement and may authorize remedies for violations provided in the lease, up to and including eviction.</u>
- 7. ADDITIONAL TERMS.

Lease Addendum for Assistance Animals		Rev. 11.2019 Gr	eater Las Vegas Association of REALTORS®
Print Name	Date	Print Name	Date
Signature of Landlord/Owner		Tenant's Signature	