

## DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

**Licensee:** The licensee in the real estate transaction is Nicholas "Nick" D'Agostino whose license/permit number is BS.146789.

The licensee is acting for [client's name(s)]: \_\_\_\_\_,

who is/are the ☒ Seller/Landlord ☐ Buyer/Tenant.

**Broker:** The Broker is Mark A. Hall,

whose company is Southwestern Management and Realty Team.

**Are there additional licensees involved in this transaction?** ☒ Yes ☐ No **If yes, Supplemental form 525A is required.**

### Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
  - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
  - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

### Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement or property management agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

### Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

### Licensee Acting for Both Parties:

The Licensee

MAY [\_\_\_\_\_] / [\_\_\_\_\_] **OR** MAY NOT [\_\_\_\_\_] / [\_\_\_\_\_]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

### I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**OR**

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

*This form does not constitute a contract for services nor an agreement to pay compensation.*

Broker: Mark A. Hall

NAME \_\_\_\_\_

**LICENSE NUMBER**

B.42782.LLC

S.198638 | PM.168407

S.181207

S.179895

S. 45154

*Seller/Landlord:* \_\_\_\_\_ *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Seller/Landlord:* \_\_\_\_\_ *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



## 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 Online Payments/Drop off 6955 N. Durango Drive Ste. 1115-107 Las Vegas, NV 89149 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 _____                  | \$ _____     | \$ _____        | \$ 0.00            |
| Security Deposit                      | \$ _____     | \$ _____        | \$ 0.00            |
| Key Deposit                           | \$ _____     | \$ _____        | \$ 0.00            |
| Admin/Credit App Fee (non-refundable) | \$ _____     | \$ _____        | \$ 0.00            |
| Pet Deposit                           | \$ _____     | \$ _____        | \$ 0.00            |
| Pet Cleaning Fee(non-refundable)      | \$ _____     | \$ _____        | \$ 0.00            |
| Cleaning Deposit                      | \$ _____     | \$ _____        | \$ 0.00            |
| Cleaning Fee (non-refundable)         | \$ _____     | \$ _____        | \$ 0.00            |
| Additional Security                   | \$ _____     | \$ _____        | \$ 0.00            |
| Next Month's Fixed Periodic Rent      | \$ _____     | \$ _____        | \$ 0.00            |
| Other <b>Administrative Fee</b>       | \$ 150.00    | \$ _____        | \$ 150.00          |
| Other _____                           | \$ _____     | \$ _____        | \$ 0.00            |
| Other _____                           | \$ _____     | \$ _____        | \$ 0.00            |
| <b>TOTAL</b>                          | \$ 150.00    | \$ _____        | \$ 150.00          |

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 \$ 0.00 OR 5 % of the Periodic Rent. Late fees begin on the 5th day.

**b. DISHONORED PAYMENTS:** A charge of \$ 50.00 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 \$ 900.00 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:

|              |                           |                                 |                       |
|--------------|---------------------------|---------------------------------|-----------------------|
| <u>See</u>   | Door key(s) _____         | Garage Transmitter/Fob(s) _____ | Pool Key/Fob(s) _____ |
| <u>Addm.</u> | 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 **Legal Tenants:**

5 **Occupants:**

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 30 days.  
10

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

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

14  
15  
16  
17  
18 a. LANDLORD will maintain the connection of the following utilities in LANDLORD's name only where required  
19 by law because:

- 20 ☐ The applicable public utility is unable to contract directly with the tenant for (electric/natural gas/water)  
21 service to the dwelling unit; or  
22 ☐ The dwelling unit is subject to a master-metered water system.  
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 \_\_\_\_\_  
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 \$ 1000.00. 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 \_\_\_\_\_

1 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the  
2 Premises. **Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last**  
3 **month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days**  
4 **prior to the expiration of the term of this Agreement.** In the event TENANT fails to provide such notice, TENANT  
5 shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not  
6 authorized by LANDLORD, rent shall increase by 25 %.

7  
8 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall  
9 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the  
10 LANDLORD in good, clean and sanitary condition, normal wear excepted.

11  
12 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential  
13 services emergencies on behalf of the LANDLORD is as follows:

14 **SMART Emergency Number: 702.743.8544, [www.managevegas.com](http://www.managevegas.com), or Office 702.750.9725**  
15 **Monday - Friday 9am-5pm. Closed on Saturday, Sunday and all major holidays.**

16  
17 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately  
18 report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any  
19 water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held  
20 responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be  
21 responsible for all:

- 22 ☐ **MINOR** repairs necessary to the Premises up to and including the cost of \$ 0.00  
23 ☐ **Home Warranty Deductible(s)** \_\_\_\_\_ **for non-habitable items only.**

24  
25 TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or  
26 negligence or that of TENANT's family, pets/animals, licensees and guests, including but not limited to any damage  
27 done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or  
28 any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall  
29 be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following  
30 such repairs. TENANT acknowledges any minor repairs made to the Property **MUST BE PERFORMED** by an  
31 active, licensed and insured Contractor.

32  
33 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at  
34 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for  
35 major repairs. However, any repairs to the heating or cooling system caused by dirty filters or due to TENANT  
36 neglect will be the responsibility of TENANT.

37  
38 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

39  
40 c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer  
41 lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems  
42 that are NOT caused by TENANT.

43  
44 d. There \_\_\_\_\_ **is –OR–** \_\_\_\_\_ **is not** a landscape contractor whose name and phone number are as follows:

45  
46  
47 In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape  
48 contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of  
49 any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system  
50 in good condition.

Property \_\_\_\_\_  
OWNER's Name \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_

OWNER's Name \_\_\_\_\_  
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)

|                                                                |                                                   |                                                 |
|----------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Refrigerator                          | <input type="checkbox"/> Intercom System          | <input type="checkbox"/> Spa Equipment          |
| <input type="checkbox"/> Stove                                 | <input type="checkbox"/> Alarm System             | <input type="checkbox"/> Auto Sprinklers        |
| <input type="checkbox"/> Microwave                             | <input type="checkbox"/> Trash Compactor          | <input type="checkbox"/> TV Wall Mounts         |
| <input type="checkbox"/> Disposal                              | <input type="checkbox"/> Ceiling Fans             | <input type="checkbox"/> BBQ                    |
| <input type="checkbox"/> Dishwasher                            | <input type="checkbox"/> Water Conditioner Equip. | <input type="checkbox"/> Solar Screens          |
| <input type="checkbox"/> Washer                                | <input type="checkbox"/> Dryer                    | <input type="checkbox"/> Pool Equipment         |
| <input type="checkbox"/> Auto/Garage Opener                    | <input type="checkbox"/> Gate Remotes             | <input type="checkbox"/> Carpet                 |
| <input type="checkbox"/> Trash Can(s) (circle one)             | <input type="checkbox"/> OWNER provided /         | <input type="checkbox"/> Trash Service provided |
| <input type="checkbox"/> Floor Coverings (specify type) _____  |                                                   |                                                 |
| <input type="checkbox"/> 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 _____ | TENANT _____       |
|                    |                | 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   X   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 _____ | TENANT _____       | Initials _____ |

LANDLORD's Brokerage: Southwestern Management And Realty Team (SMART) Broker's Name: Mark A. Hall  
DESIGNATED PROPERTY MANAGER  
Agent's Name: Nicholas "Nick" D'Agostino Agent's License # BS.146789  
Address: 2620 Regatta Drive Suite 102 Office 403 Las Vegas NV 89128  
Phone: 702.750.9725 Fax: 702.974.0191 Email: nick@managevegas.com

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

BROKERAGE: Southwestern Management And Realty Team (SMART)  
BROKER: Mark A. Hall  
DESIGNATED PROPERTY MANAGER: Nicholas "Nick" D'Agostino PM.168530.DES  
Address: 2620 Regatta Drive Suite 102 Office 403 Las Vegas NV 89128  
Phone: 702.750.9725 Fax: 702.974.0191 Email: nick@managevegas.com  
TENANT: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

- A. ☒ **Addendum #1 – Residential Lease Agreement – Terms Defined (Total Fixed Periodic Rent)**  
B. ☒ **Addendum #2 – TENANT Notice of Disclosures**  
C. ☐ DISCLOSURE OF LEAD BASED PAINT and Pamphlet  
D. ☐ HOA Rules and Regulations  
E. ☐ Other: \_\_\_\_\_  
F. ☐ Other: \_\_\_\_\_  
G. ☐ Other: \_\_\_\_\_  
H. ☐ Other: \_\_\_\_\_  
I. ☐ Other: \_\_\_\_\_

**46. ADDITIONAL TERMS AND CONDITIONS:**

- 1) All non-emergency requests must be in writing. Submit online at [www.managevegas.com](http://www.managevegas.com). Certain repairs may require Owner approval and take additional time for response.
- 2) On the Anniversary date of this lease, each year, tenants will be charged a \$150 Administrative fee.
- 3) In the event the tenant breaks the lease before the lease expires, tenant will be responsible for paying a \$650 lease breakage fee. Additionally, rent must be paid until the lease expires or the property is re-rented. The Tenant will also be charged applicable cleaning and re-keying costs.
- 4) Month-to-month lease extensions cannot exceed 3 months or tenants must go on a new lease or give notice to move.
- 5) Notwithstanding the provisions of paragraph 19(a), a \$500 fee per pet will apply: (1) if the pet is over thirty pounds, (2) if the pet is an aggressive or violent breed, (3) if the tenant has 3 or more pets, (4) or the tenant chooses to add a pet, with owner approval, after the lease is signed.
- 6) In the event you are evicted from the unit, you will be responsible for paying fifty (\$50) an hour for a minimum of two (2) hours to retrieve your items within the thirty (30)-day reclamation period. A security guard or Property Manager must be present while you remove your personal property from the premises.

Property \_\_\_\_\_  
OWNER's Name \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
OWNER's Name \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_

7) Tenant assumes the responsibility of maintaining all drip and irrigation systems, timers, valves and anything related to the landscaping system. Tenant to follow all rules and guidelines from Las Vegas Valley Water District, Henderson, or North Las Vegas.

8) Inspections must be scheduled within seven (7) days of initial contact or SMART will post a twenty-four (24)-hour notice and tenant will be charged a one-hundred-dollar (\$100) notice fee. A Lease violation may be issued if inspection is not done within fourteen (14) days of initial contact.

9) During Inspections, pets must be secured or removed from the property for the safety of the inspector.

10) If air filters are dirty, smoke alarms are missing, damaged, or have no battery, or if there are any other necessary repairs that management deems necessary, tenants may be charged for the repair and must allow a vendor access to make repairs within twenty-four (24) hours or a notice will be posted, and tenants will be charged a one-hundred dollar (\$100) fee.

11) Tenant's failure to appear for or provide access for a scheduled appointment with Landlord or Property Manager after proper notice may result in a fifty (\$50) missed appointment charge. If the missed appointment involves a contractor, vendor, inspector or maintenance technician, Tenant may be charged the actual vendor trip charge or service call fee incurred as a result of the missed appointment.

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

\_\_\_\_\_  
LANDLORD/OWNER DATE  
OR LANDLORD's Authorized NRS 645  
Permitted Property Manager

\_\_\_\_\_  
LANDLORD/OWNER DATE  
OR LANDLORD's Authorized NRS 645  
Permitted Property Manager

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

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

\_\_\_\_\_  
TENANT'S SIGNATURE DATE

\_\_\_\_\_  
TENANT'S SIGNATURE DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TENANT'S SIGNATURE DATE

\_\_\_\_\_  
TENANT'S SIGNATURE DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

**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 \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_

OWNER's Name \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_  
TENANT \_\_\_\_\_ Initials \_\_\_\_\_

**ADDENDUM NO. 1 TO RESIDENTIAL  
LEASE AGREEMENT – TERMS DEFINED**



For

\_\_\_\_\_  
(Property Address)

In reference to the Residential Lease Agreement executed by \_\_\_\_\_ as  
TENANT(s) and \_\_\_\_\_  
As OWNER, through Mark A. Hall as Broker, Dated  
\_\_\_\_\_ covering the above-referenced real property, the parties hereby agree that the  
Lease Agreement be amended as follows:

The following terms are a part of the **TOTAL FIXED PERIODIC RENT** and are defined as follows:

- 1) \*Other: \_\_\_\_\_
- 2) \*Other: \_\_\_\_\_
- 3) \*Other: \_\_\_\_\_
- 4) \*Other: \_\_\_\_\_
- 5) \*Other: \_\_\_\_\_

**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 COMPONENT LEGAL COUNSEL BEFORE SIGNING.**

|                             |      |                    |      |
|-----------------------------|------|--------------------|------|
| LANDLORD/OWNER OF RECORD    | DATE | TENANT's SIGNATURE | DATE |
|                             |      | Print Name: _____  |      |
| <u>Mark A. Hall</u>         |      |                    |      |
| MANAGEMENT COMPANY (BROKER) |      | TENANT'S SIGNATURE | DATE |
|                             |      | Print Name: _____  |      |
| By _____                    |      |                    |      |
| Authorized AGENT for BROKER | DATE | TENANT'S SIGNATURE | DATE |
| Nicholas "Nick" D'Agostino  |      | Print Name: _____  |      |
|                             |      |                    |      |
|                             |      | TENANT'S SIGNATURE | DATE |
|                             |      | Print Name: _____  |      |

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



Property Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Tenant

\_\_\_\_\_  
Name of Tenant

\_\_\_\_\_  
Name of Tenant

\_\_\_\_\_  
Name of Tenant

**Nuisance Reporting and Enforcement**

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

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

**Military Provision**

IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this Lease Agreement upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises past the first day of the month. The Security Deposit will be promptly returned to the TENANT, provided there is no damage to the premises, as described by law.

### Displays on Rental Property

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

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

**NOTICE OF DEFAULT/FORECLOSURE.** Owner(s) shall notify Broker/Designated Property Manager of any defaults on any loans, mortgages, assessments or trust deeds. The filing of a Notice of Default by a lender or other lien holder commences a foreclosure period which lasts, at a minimum, three months plus 21 days. Owner authorizes Broker/Designated Property Manager to notify TENANT(S) and make arrangements to terminate the Lease Agreement if Broker/Designated Property Manager receives any notice indicating that Owner is any one of the following situations: (1) default of any loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of a short sale contract. In such event, Owner has authorized Broker/Designated Property Manager to negotiate termination of the Lease Agreement.

**TERMS OF LEASE AGREEMENT.** During any foreclosure period, the TENANT(S) shall **honor ALL CONDITIONS of the current Lease Agreement** including the timely payment of rent as stated in the Lease Agreement. Nevada law grants the Owner a redemption period, and the Owner remains as the legal owner of record until the actual time of the foreclosure sale.

**RETURN OF SECURITY DEPOSITS.** Once the TENANT(S) vacates the property, the Owner authorizes Broker/Designated Property Manager to release ALL Security Deposits (including non-refundable deposits) back to the TENANT(S) with no further obligations from the TENANT(S) or Broker/Designated Property Manager. The 30-day period required by Nevada law for the return of the Security Deposits still applies. The property must be returned in the same general condition as the TENANT(S) occupied the property. Upon TENANT(S) request, Broker/Designated Property Manager will attempt to find a new home to rent/lease/purchase for TENANT(S).

**Risk Assessment of Lead-Based Paint**

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

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

\_\_\_\_\_  
LANDLORD/OWNER

\_\_\_\_\_  
DATE

OR Landlord's Authorized NRS 645

Permitted Property Manager

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
LANDLORD/OWNER

\_\_\_\_\_  
DATE

OR Landlord's Authorized NRS 645

Permitted Property Manager

\_\_\_\_\_  
PRINT NAME

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

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME



# Rent Payment Disclosure

As the highlights of the lease were explained to you—SMART wants to go into more detail about rent payments.

***Rents are due on the 1st of each month.***

***NO EXCEPTIONS!!!***

Pay rent online at our website, [www.managevegas.com](http://www.managevegas.com), which is available from the 15th of each month until the 4th of the month and closes at 5pm. You may also mail or deliver a personal check, money order or cashier's check to:

SMART's mailing address at 215 Mail Center:

6955 N. Durango Drive, Suite 1115-107

Las Vegas, Nevada 89149

Monday through Friday, 9AM to 5PM

Saturday 9AM-3pm and Sunday CLOSED

***If your payment is LATE, the funds must be delivered in certified funds. (money orders/cashier check) s— NO CASH, NO PERSONAL CHECKS FOR LATE PAYMENTS.*** If you deliver your payment to 215 Mail Center, they will charge \$4.00 for accepting logging the hand delivered rent payment. This service charge is NOT a SMART charge.

Please DO NOT come to SMART's office as access is by appointment only. You are urged to pay Online or the other methods of payment. SMART's business hours are as follows:

***Monday through Friday 9AM—5PM***

***Closed on Saturday and Sunday and all major holidays.***

\_\_\_\_\_  
***Tenant Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Tenant Signature***

\_\_\_\_\_  
***Date***

6955 N. Durango Drive Suite 1115-107 Las Vegas, Nevada 89149  
Office: 702.750.9725 | Fax: 702.974.0191 | [www.managevegas.com](http://www.managevegas.com)



## Cleaning Disclosure



### CONGRATULATIONS ON YOUR NEW ADDRESS

***Please remember you are renting this property, not purchasing.***

***Rentals are in "as-is" condition. The property that you are renting has been cleaned and if there are carpets, those have been cleaned as well.***

***We know that everyone has a different definition of what "clean" is. Please feel free to clean the property to your specifications prior to moving in.***

**Property was last cleaned on:** \_\_\_\_\_

**Carpets/flooring were last cleaned on:** \_\_\_\_\_

**If you have any questions , please contact your Property Manager, at 702.750.9725 or [repairs@managevegas.com](mailto:repairs@managevegas.com).**



\_\_\_\_\_  
***Tenant Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Tenant Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Broker or Property Manager***

\_\_\_\_\_  
***Date***



# Tenant Maintenance Responsibilities Addendum

1. Any sign of water leaks or mold– report immediately.
2. Replace burnt out light bulbs.
3. Replace air conditioning filters.
4. Replace smoke detector batteries.
5. Remove oil stains from the garage or driveway.—You will be charged if we have to send someone out to clean it.
6. Making sure your sprinkler systems are working correctly and on the LVVWD watering schedule.
7. Taking care of the landscaping. Even if a landscaper is provided you need to make us aware of any dead/dying plants or trees.
8. Clean the dryer vent out after each use.
9. Clogged drains caused by the tenant or any member and visitor.
10. If there is a service call for a tripped breaker or GFI.—you will be charged for the service call. Check all breakers and GFIs before calling.
11. You fail to meet a vendor for the assigned appointment.—you will be charged if you are not there to meet the vendor you set the appointment with.
12. Your guest or pets cause any damage to the property. — you will be charged for the repairs.
13. Broken windows (whether the tenant is at fault or not) This also includes doors and door jams.
14. Damage to walls, carpets, floors, etc. because the tenant left the window or doors open during rain and wind.
15. Painting or permanently modifying the unit without permission from SMART. — you will be charged if this is done.
16. Failing to report leaks, water damage or any issues with a private pool or if you see it is not being taken care of.
17. Clogged garbage disposal, try the reset button. If it is found the tenant clogged it, you will be charged.

If you have no heat, no air, or water heater is leaking, these are considered emergencies. You will need to call 702.743.8544 if it is after hours or on a holiday. If these happen during normal business hours you will need to call the office.

Calling the emergency line about rent payments is not an emergency and could cost you a charge for abusing the line.

\_\_\_\_\_  
Tenant Signature                      Date

\_\_\_\_\_  
Tenant Signature                      Date

\_\_\_\_\_  
Property Manager                      Date



# Key Receipt

PROPERTY ADDRESS: \_\_\_\_\_

TENANT NAME(S): \_\_\_\_\_

Please indicate number of keys where applicable:

|                               | Total Move In | Total Move Out |
|-------------------------------|---------------|----------------|
| Front Door                    | _____         | _____          |
| Mailbox # _____               | _____         | _____          |
| Mail Room key (if applicable) | _____         | _____          |
| Security Door                 | _____         | _____          |
| Garage Door into home         | _____         | _____          |
| Auto Garage Door Opener       | _____         | _____          |
| Pool—Key or Fob               | _____         | _____          |
| Pedestrian Key                | _____         | _____          |
| Ceiling Fan Remotes           | _____         | _____          |
| Gate Remotes                  | _____         | _____          |
| Gate Code                     | _____         | _____          |
| Parking Space(s)              | _____         | _____          |
| <b>CANCEL ZEGO PAYMENTS?</b>  | <b>YES</b>    | <b>NO</b>      |
| Other                         | _____         | _____          |

**ALL keys, garage remotes, cards, fobs, etc., MUST be returned in good working condition or appropriate deductions will be taken from the Security Deposit.**

Tenant Forwarding Address (PLEASE PRINT) \_\_\_\_\_

\_\_\_\_\_  
Tenant Signature—Move In

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature-- Move Out

\_\_\_\_\_  
Date

\_\_\_\_\_  
SMART Property Management—Move In

\_\_\_\_\_  
Date

\_\_\_\_\_  
SMART Property Management—Move Out

\_\_\_\_\_  
Date