





- a. **PAYMENT VIA US MAIL, FEDEX, DHL, ETC.:** If payment is by US Mail then payments should be mailed at least **seven (7) business days before** rent due date to ensure Landlord receives payment on due date, indicated in Section 5, Item B, "RENT DUE ON". Again, payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment.
- b. **PAYMENT VIA BANK BILL PAY CHECK:** If payment is by Bank Bill Pay Check then Tenant should ensure that the "delivery date" option is selected and set the actual delivery day to the day indicated in Section 5, Item B, "RENT DUE ON", when setting up reoccurring payments. Again, payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment.

<< **AND / OR** >>

3)  **TENANT DEPOSIT RENT:** Tenant(s) shall Deposit payment into:

Bank Name	Routing Number
Name on Account	Account Number

Again, payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment. Deposit should be made on or before the date indicated in Section 5, Item B, "RENT DUE ON".

<< **AND / OR** >>

4)  **ELECTRONIC PAYMENTS:** Tenant shall make all Credit/Debit Card and Bank ACH payments by the following process:

- a. **PAYMENT VIA CREDIT/DEBIT CARD.:** If payment is by Credit/Debit Card, Tenant should either log into their Tenant Portal to make payment **three (3) business days** before rent due date or fill in Landlord's Credit/Debit Card Authorization form and either email, fax or US Mail it, at least **seven (7) business days** before rent due date to ensure Landlord receives payment on due date, indicated in Section 5, Item B, "RENT DUE ON". Again, payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment.
- b. **PAYMENT VIA BANK ACH.:** If payment is by Bank ACH (electronic transfer from Tenant Checking or Savings account to Landlord's Bank account), Tenant should either log into their Tenant Portal to make payment **three (3) business days** before rent due date or fill in Landlord's Bank ACH Authorization form and either email, fax or US Mail it, at least **seven (7) business days** before rent due date to ensure Landlord receives payment on due date, indicated in Section 5, Item B, "RENT DUE ON". Again, payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment.

**7. RECEIPTS:** [NRS 118A.250] **Tenant should always request a receipt upon payment.** Landlord shall provide to the Tenant, **upon the Tenant's request**, one of the following receipts, either a signed handwritten receipt or a computer-generated printed receipt or an electronic receipt if paid online, for any deposits, fees, charges or rent, based upon the following conditions and charges:

**A. ONE (1) FREE RECEIPT (PICK UP OR EMAIL):** Tenant can receive one (1) FREE receipt each time Tenant makes a payment, if Tenant picks it up from Landlord's office or if it is emailed to Tenant.

- B. REPRINTED RECEIPT CHARGE (PICK UP OR EMAIL):** Any reprinted receipts, requested by Tenant, past the one (1) FREE receipt, Landlord will charge an additional reprinting fee of **ten (\$0.10) cents** per page per printed side per receipt. If receipts are to be picked up or emailed, then no faxing and/or US Regular Mail charge will be applied.
- C. RECEIPTS FAXED OR US REGULAR MAILED CHARGE:** If receipts are to be faxed or US Regular Mailed, then an additional charge of **ten (\$10.00) dollars** for faxing and/or US Regular Mailing will be applied to each fax number sent to and/or each US Regular Mailing address sent to. No International, FedEx, USP, Priority Mail, DHL, or any other form of International or expedited mail service allowed.

**8. ADDITIONAL RENT FEES:** [NRS 118A.200] Additional fees shall immediately become additional rent which consist of the following:

- A. LATE FEES:** Rent is deemed late on a certain day every month, indicated in Section 5, Item D, "RENT IS LATE ON", and shall be added to the rent due, by the following method, for the duration of this Agreement: *(choose only one)*

- 1)  **DAILY LATE FEE:** Starting from the first day late, Tenant shall ONLY pay a daily late fee of \$ \_\_\_\_\_ for each day late, to be applied to each month rent is late.  
 << OR >>
- 2)  **PERCENTAGE LATE FEE:** Starting from the first day late, Tenant shall pay a percentage late fee of *(input number, 5, 10, 15 or 20)* \_\_\_\_\_ % of monthly rent due, to be applied to each month rent is late.  
 << OR >>
- 3)  **FLAT LATE FEE:** Starting from the first day late, Tenant shall ONLY pay a flat late fee of (Flat LF) \$ \_\_\_\_\_, to be applied to each month rent is late.  
 << OR >>
- 4)  **NO LATE FEE:** Tenant shall NOT pay a late fee.

- B. NON-SUFFICIENT FUNDS (NSF) PAYMENTS:** [NRS 118A.200] Tenant shall pay a charge of **fifty (\$50) dollars** for each dishonored personal check, dishonored business check, returned ACH payment and declined credit or debit card payment (non-certified funds) made by Tenant to Landlord. If Tenant ever has a NSF then Tenant is **REQUIRED** to make all current, repayment and future payments with certified funds in the form of **Cash, Cashier Check or Money Order ONLY** for the remainder of this Agreement. If Tenant tries to make payment by non-certified funds, then Landlord has the right to refuse payment until Tenant has paid with certified funds. If Tenant fails to pay the NSF fees then Landlord has the right to collect these fees in Small Claims Court or Formal Eviction, plus any additional associated fees.

- C. INSUFFICIENT FUNDS CRIMINAL CHARGE:** [NRS 205.130] Tenant is also advised that, any NSF/dishonored check carries the following criminal charge, subject to change by law:

- 1) Misdemeanor charge (less than \$650), restitution of check amount and up to six (6) month in jail and/or up to \$1,000 in fines; and
- 2) Class D Felony charge (\$650 or more), restitution of check amount and one (1) to four (4) years in jail and/or up to \$5,000 in fines.

- D. EXTRA CHARGES ADDITIONAL RENT (ECAR):** [NRS 118A.200] Extra charges collected as additional rent (to include but not be limited to: dishonored check charges, repair bills, utility bills, landscape/pool repair and maintenance bills, HOA fines, notice fees, eviction fees and services, court costs, constable fees, locksmith fees and attorney’s fees.) shall be due when incurred and shall become extra charges additional rent. If Tenant fails to pay any of the ECAR fees then Landlord has the right to collect these fees in Small Claims Court or Formal Eviction, plus any additional associated fees.
- E. PAYMENT ALLOCATION FOR MONIES RECEIVED FROM TENANT:** [NRS 118A.200] Tenant agrees, understands and acknowledges that any accepted payments (monies, funds, etc.) by Landlord will be applied **first ( 1st )** to any outstanding balance due (to include but not be limited to Rent, Late fees, Maintenance fees, Repair costs, HOA fines, etc.) in the order that the balance became due (oldest to newest order), then **second ( 2nd )** to any current balance due. Tenant can **NOT** choose which payments to or not to apply monies to. Landlord may pursue Tenant in Small Claims court for any balance due and report payment violations to the Credit Bureaus. Landlord’s acceptance of payments for any charges shall NOT act as a waiver for any default of Tenant or as an extension of the date on which rent is due.

**9. INVENTORY:** [NRS 118A.200] It is agreed, understood, acknowledged and accepted that the following inventory items are now on the Premises. Tenant (no matter whether indicated solely, jointly or collectively) shall care for, maintain, protect and keep safe all the items indicated with an **“X” marked below** (to include but not be limited to: cleaning, lubricating, replacing filters, changing light bulbs, replacing batteries, cleaning/changing screens, cleaning vents, etc.).

*(Put an “X” in the box, only if item is present in or on the Premises)*

<input type="checkbox"/> Refrig/Freezer <i>(S/S, Top/Bot, etc.)</i>	<input type="checkbox"/> Water Filter System	<input type="checkbox"/> Floor Coverings <i>(tile, wood, carpet, etc.)</i>	<input type="checkbox"/> Alarm System
<input type="checkbox"/> Refrigerator ONLY	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Window Coverings <i>(curtains, blinds, etc.)</i>	<input type="checkbox"/> Sprinkler System
<input type="checkbox"/> Freezer ONLY	<input type="checkbox"/> Washer	<input type="checkbox"/> Garage Door Opener	<input type="checkbox"/> BBQ Equip.
<input type="checkbox"/> Stove/Oven	<input type="checkbox"/> Dryer	<input type="checkbox"/> Water Condit Equip.	<input type="checkbox"/> Solar Screens
<input type="checkbox"/> Range Hood	<input type="checkbox"/> Washer/Dryer Combo <i>(Up/Dwn Washer/Dryer)</i>	<input type="checkbox"/> Water Tank ONLY	<input type="checkbox"/> Solar System
<input type="checkbox"/> Microwave	<input type="checkbox"/> Ceiling Fans w/Lights	<input type="checkbox"/> Tankless Water Sys	<input type="checkbox"/> Pool Equipment
<input type="checkbox"/> Food Disposal	<input type="checkbox"/> Ceiling Fans ONLY	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Smoke Detectors		<input type="checkbox"/> _____
			<input type="checkbox"/> _____

**A. APPLIANCE BREAKDOWN:** Tenant acknowledges that all Premises appliances is for Tenant’s use and convenience and may breakdown unexpectedly. Tenant must immediately, **within twenty-four (24) hours**, report to Landlord any appliance breakdown. Landlord will make every effort, after Tenant reports appliance breakdown, to repair or replace that appliance in a timely manner, and/or provide a temporary appliance solution, however, Tenant acknowledges that Landlord may NOT be able to solve the problem on weekends, holidays and after work hours (normally 9:00pm that day to 9:00am the next day) for vendors/contractors/stores/home warranties/insurance companies, and Landlord is NOT responsible for any damages to Tenant’s personal property, to include but not be limited to food spoilage, beverages, clothing, equipment, etc. because of appliance breakdown.

**B. ADDENDUM:** Landlord and Tenant are required to execute a separate Addendum for any additional inventory items added after the execution of this Agreement. **No Addendum is required if an existing inventory item is just being replaced with a new or different model.**

**10. KEYS, CARDS AND REMOTES:** [NRS 118A.200] Tenant shall receive, maintain, change (if needed) and return the keys, cards and remotes as follows:

**A. RECEIVE KEYS/CARDS/REMOTES:** Upon execution of this Agreement, Tenant shall receive the following keys, cards, remotes and quantities as indicated below:

(input number 1 thru 10 next to items, leave blank if that items has nothing to turn over to Tenant)

___ House key(s)	___ Gym Room key(s)	___ Gate Remote(s)
___ Room key(s)	___ Pool key(s)	___ Other _____
___ Mailbox key(s)	___ Garage Remote(s)	___ Other _____
___ Laundry Room key(s)	___ Gate Card(s)	___ Other _____

**B. KEY, CARDS AND REMOTES RETURN:** Tenant shall return all keys, cards and remotes to Landlord upon termination of this Agreement. If Tenant fails to return all keys, cards and remotes then Landlord may charge Tenant for the actual costs of re-keying, changing locks, new cards and new remotes. Said charges shall immediately become additional rent and may be deducted from the deposit amounts, as indicated in Section 2, "INITIAL CHARGES".

**C. ROOM LOCK CHANGE/REKEY:** ONLY Room lock(s), of the room that Tenant is paying for, may be replaced or re-keyed at the Tenant's expense. **Tenant is NOT required to provide Landlord with the changed/rekeyed room lock(s) for the privacy and protection of Tenant's personal property items within the room, while Tenant is paying full room rent.** Tenant can only change or rekey existing room locks. Tenant can NOT add any additional locks to the door, causing permanent damage to the door, without written permission from Landlord.

**11. MOVE-IN PROPERTY CONDITION:** [NRS 118A.200] Landlord should have already performed an evaluation of the condition of the Premises, before Tenant takes possession, to the best of Landlord's ability. Upon execution of this Agreement, Tenant will be provided with a form of Move-In Property Condition Report (hereafter "Move-In PCR") to allow Tenant to validate the condition of the Premises upon move-in. This Move-In PCR should be returned to Landlord, within a short time (@ max two weeks from move-in date) after Tenant has moved-in or by the date specified on the Move-In PCR. Tenant's failure to return Move-In PCR to Landlord will automatically result in a default status that the Premises is Perfect with no damages or issues to report. Landlord is not required to make any repairs that are not essentials or habitability issues.

**12. TOTAL TENANTS/OCCUPANTS PER ROOM:** [NRS 118A.200] Occupants and Tenants of the room within the Premises shall be indicated below and shall be used solely for housing accommodations and for NO other purpose (to include but not be limited to: NO hotel, NO sublease, NO bed and breakfast, NO business, NO storage, etc.) . The number of Tenants and Occupants should comply with the US Department HUD Handbook 7465.1 Rev-2 standards, up to two (2) persons/bedroom max.

Room TOTAL Tenants plus Occupants = (input number, 1, 2, 3, 4) \_\_\_\_\_

**Occupant(s) (18 + Yrs or Older) listed below, past the Tenant(s) named above xxxxxxxxxxxxxxxxxxxxxxx**

NO other 18 + Yrs or Older Occupant(s), past the Tenant(s), will be living in the Premises << OR >>

Fair Housing Act (FHA) (42 U.S. Code § § 3601-3619 and 3631) prohibits indicating any child (17 yrs or younger) information below.

_____ OCCUPANT NAME	_____ RELATION TO TENANT	_____ OCCUPATION / JOB TITLE	_____ OCCUPANT PHONE
_____ OCCUPANT NAME	_____ RELATION TO TENANT	_____ OCCUPATION / JOB TITLE	_____ OCCUPANT PHONE

**13. GUESTS:** [NRS 118A.200] Tenant agrees to pay the sum of **twenty-five (\$25) dollars** per day for each guest (regardless of age) that stays in the room and on the Premises more than **seven (7) days** per visit. No guest can remain in the room and on the Premises for more than **seven (7) days per calendar year** without Landlord’s written permission, to include but not be limited to background screening [18 + years old], additional fees, addendum generation and landlord written approval.

**A.** For Tenant that have non-custodial visitation with their children, **seventeen (17) years or younger**, it is advised to **add the number of non-custodial children** that may stay in the room at Premises during visitation, as Occupants, in the “Room TOTAL Tenants plus Occupants”, indicated above, to avoid the guest fee.

**14. PETS:** [NRS 118A.200] Pets (to include but not be limited to dogs, cats, birds, snakes, gerbils, mice, etc.) must be authorized in writing by Landlord and allowed under Federal, State, County and Local animal codes. Landlord has deemed the following regarding Pets in the room or on the Premises:

**A.**  **NO PETS:** NO Pets allowed in the room or on Premises at the execution of this Agreement.  
<< OR >>

**B.**  **FUTURE PETS:** Landlord has deemed that the Tenant may have future Pets in the room or on the Premises, however, if Tenant wishes to have a pet, Tenant must submit a written request for pet approval to the Landlord. If Landlord approves the pet request, before Tenant can bring a pet into the room or on the Premises: a) an additional Deposit (“Pet Deposit”) in the amount of \$ \_\_\_\_\_ (based upon the number, type, breed and size of Pets) will be required and paid by Tenant, in advance, subject to deposit terms and conditions indicated within this Agreement; and b) Tenant shall be required to pay for, obtain and provide to Landlord written proof of insurance (ACCORD), within **five (5) business days** from pet approval or pet fine, to cover property damage and liability to third party injury. Each policy shall name Landlord and Landlord’s Agent as additional insureds.

<< AND / OR >>

**C. CURRENT LANDLORD AUTHORIZED PETS:** Tenant certifies that only the following Landlord authorized pet(s) will live in the room or on the Premises:

Listed below are the pet(s) that will be in the room or on the Premises at the execution of this Agreement. Pets and Animals can NOT be disturbing or threatening others or destructive to the Premises.

**DOGS** \*\*\*\*\*

If Service, Therapy or Emotional Support Animals, Tenant MUST, within **three (3) business days**, from (date) \_\_\_\_\_, (commencement of this Agreement), provide Landlord with: 1) doctor’s letter indicating animal is required; and 2) animal’s health records.

ANIMAL NAME	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BREED / TYPE	_____ lbs.
	NORMAL DOG	SERVICE DOG	THERAPY DOG	EMOTION SUPPORT ANIMAL		WEIGHT
ANIMAL NAME	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BREED / TYPE	_____ lbs.
	NORMAL DOG	SERVICE DOG	THERAPY DOG	EMOTION SUPPORT ANIMAL		WEIGHT

**OTHER THAN DOGS** \*\*\*\*\*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HOW MANY	DESCRIBE OTHER ANIMAL
CAT	BIRD	FISH	OTHER		
HOW MANY	HOW MANY	HOW MANY	HOW MANY	HOW MANY	DESCRIBE OTHER ANIMAL
HOW MANY	HOW MANY	HOW MANY	HOW MANY	HOW MANY	DESCRIBE OTHER ANIMAL

- D. PET PENALTY:** If Tenant obtains a pet WITHOUT written permission from the Landlord, Tenant agrees to pay an immediate fine of **five hundred (\$500) dollars per unauthorized Pet** and this fine is over and beyond any Deposit already paid. **Fine MUST be paid, and Pet MUST be removed from the Premises, until Landlord has given written authorization for Pet(s) to be on the Premises.**
- E. LANDLORD INDEMNIFICATION FOR PET:** Tenant agrees to indemnify Landlord for all liability, loss and damages, (to include but not be limited to pet bites, pet attacks, pet property damage, and any other lawsuits, claims or issues related to a pet), which Landlord may suffer because of an animal on the Premises, whether permission was granted or not.

**15. UTILITIES AND SERVICES:** [NRS 118A.200] Utilities (Gas, Electric, Water, Sewer, Trash) and Services (Phone, Internet, Satellite, Cable TV, and any other pleasure services) whether deemed essential, habitable, protection or for pleasure, shall be connected, maintained, paid for, transferred and/or disconnected in the following manner:

- A. CONNECTION (START):** Th responsible party shall immediately schedule and within **three (3) business days**, from *(date)* \_\_\_\_\_, (commencement of this Agreement) connect all utilities and services of the Premises. If Tenant fails to connect utilities and services, Landlord may charge Tenant(s) for the actual cost incurred, as Extra Charges Additional Rent (ECAR) and costs shall become due at the next rent payment period, after bill is received.
- B. RESPONSIBLE PARTY:** The responsible party is to pay for all utilities and services when they become due as indicated below:
- [ T ] = Tenant is responsible to connect or switch the utilities and services into Tenant’s name and pay for all deposits and bills when they come due.
  - [ O ] = Landlord is responsible to connect or switch the utilities and services into Landlord’s name and pay for all deposits and bills when they come due.
  - [ B ] = Landlord will maintain the connection of the utilities and services in Landlord’s name and bill Tenant for deposits, connection fees and usage accordingly.
  - [ R ] = Landlord will maintain the connection of the utilities and services in Landlord’s name, but a standard monthly deposit/connection/usage fee will be added to the rent. Example: (\$35) Utility Fee + (\$1,000) Rent = (\$1,035) Total Rent Due for each month.



Utilities List ( indicate "T", "O", "B", "R" beside each utility and { 0, 25, 50, 75, 100% } to pay )

\_\_\_ Electricity = (%) \_\_\_\_\_  
 \_\_\_ Gas = (%) \_\_\_\_\_  
 \_\_\_ Water = (%) \_\_\_\_\_  
 \_\_\_ Trash = (%) \_\_\_\_\_

\_\_\_ Sewer = (%) \_\_\_\_\_  
 \_\_\_ Association Fees = (%) \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_

Services List ( indicate "T", "O", "B", "R" beside each service and { 0, 25, 50, 75, 100% } to pay)

\_\_\_ Phone = (%) \_\_\_\_\_  
 \_\_\_ Internet = (%) \_\_\_\_\_  
 \_\_\_ Cable TV = (%) \_\_\_\_\_

\_\_\_ Satellite = (%) \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_

\*\*\*\*\* Indicate Standard Monthly Utility and Service Fee Below \*\*\*\*\*  
 [ R ] IN LANDLORD'S NAME/INCLUDED IN RENT = (calculated from amounts below) \$\_\_\_\_\_.

\$_____ Electricity	\$_____ Internet	\$_____ _____
\$_____ Gas	\$_____ Phone	\$_____ _____
\$_____ Water	\$_____ Cable TV	\$_____ _____
\$_____ <input type="checkbox"/> Sewer / <input type="checkbox"/> Trash	\$_____ Satellite	

- C. EXISTING PHONE, DATA, CABLE TV and SATELLITE:** Landlord is NOT responsible for the maintenance or condition (working or not working) of any existing phone, data, cable tv or satellite lines, connections, outlets or equipment, as these are not required under habitability or essential requirements.
- D. NEW PHONE, DATA, CABLE TV and SATELLITE:** Any new or additional phone, data, cable tv or satellite lines, outlets and dishes can be obtained for the Premises **with Landlord's written approval** and MUST be installed in accordance with the Section 15, Item F, "PHONE/DATA/SATELLITE/CABLE INSTALLATION REQUIREMENT".
- E. RESPONSIBLE PARTY:** Tenant is responsible for a percentage of all billing, fees, maintenance, installation and repair of all lines, connections and equipment, and all other associated expenses, whether equipment is existing or new installation, in accordance with Section 15, Item B, "UTILITIES AND SERVICES".
- F. PHONE/DATA/SATELLITE/CABLE INSTALLATION REQUIREMENT:**
- **HOA REQUIREMENT:** Tenant MUST pay for and obtain HOA written approval before installing any Satellite Dish, Cable TV, outside equipment and cable runs, if property has a HOA.
  - **SATELLITE DISH TO TELCO BOX:** Satellite dish may be installed on the outside of house, (normally attached to soffit and outside wall), with cables run to Telco Box.
  - **CABLE TYPES:** Phone (CAT-3, CAT-5e, CAT-6). Data (CAT-5e, CAT-6). Cable TV, Satellite (RG-6).
  - **WIRING STANDARD:** All CAT-3, CAT-5e, CAT-6 must be wired to EIA/TIA T568B standard.

- **DEMARK TO TELCO BOX:** Lines or cables only run from provider demarcation box to Telco Box.
- **INSIDE RUN PATH:** Service lines and cables installed via outside Telco Box entry point, run inside exterior wall to attic, then across attic to an inside wall drop (within the wall itself), then exiting through to an outlet box with cover plate installed in the wall. No holes are drilled through from outside to inside or vice versa of Premises.

**G. EXISTING ALARM SYSTEM:** Landlord is NOT responsible for the maintenance or condition (working or not working) of any existing alarm system lines, connections, outlets or equipment, as these are not required under habitability or essential requirements.

**H. CONNECTION (END):** Tenant agrees to coordinate (the last day utilities will be on in Tenant’s name) with Landlord the transfer of essential utilities (water, electricity and gas) within **three (3) business days** of vacating the Premises. If Tenant disconnects any essential utilities prior to vacate, that cause damage to the Premises, then Tenant shall be charged for those damages (to include but not be limited to: insurance deductibles, repair, replacement, installation, labor and materials). Tenant is responsible for a percentage of utility and services charges up to final shut off or transfer reading and billing, in accordance with Section 15, Item B, “UTILITES AND SERVICES”.

**16. RENTER’S INSURANCE:** [NRS 118A.320] Tenant understands that Landlord’s insurance does not cover Tenant’s or other person’s personal property. Tenant **IS REQUIRED** to obtain renter’s insurance and it **MUST** have the following conditions: a) Landlord shall be named as additional interests on any such policy; and b) Tenant shall be required to pay for, obtain and provide to Landlord **written proof of insurance (ACCORD)**, within **five (5) business days**, from *(date)* \_\_\_\_\_, (commencement of this Agreement). Landlord shall not be liable for any damage or injury to Tenant, or any other person, or 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, legal fees and costs, medical, dental, vision, loss of use or otherwise because of Tenant’s or other person’s cause, neglect, abuse and damage.

**17. OWNER’S HOMEOWNER INSURANCE:** Owner *(choose one)*:  **DOES NOT** have homeowner’s insurance – **OR** –  **DOES** have the following homeowner’s insurance and Tenant agrees to cooperate with the Owner and Owner’s homeowner insurance company in all related matters, to include but not be limited to access dates, access times, access areas, no harassment, no hinderance, and clear communications of issues. Tenant agrees, upon written notice, to cease all actions that may cause harm, further damage and adversely impact Owner’s insurance coverage under the homeowner’s policy.

\_\_\_\_\_  
NAME OF OWNER’S HOMEOWNER INSURANCE

\_\_\_\_\_  
PHONE

**18. PESTS:** Tenant understands that various pest, rodent and insect species (collectively, “Pests”) exist in Southern Nevada. Pests may include, but not be 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** from *(date)* \_\_\_\_\_, (commencement of this Agreement), if the Premises have pests, **Landlord, at Tenant’s request, will arrange and pay for the periodic pest control spraying.** Tenant shall be responsible for any bed bug, ant, roach, etc. pest control spraying within the room, at Tenant’s own expense. If Tenant causes

a pest control infestation that affects the entire Premises, (leaving food out, cleanliness issues, etc.) then Tenant will pay for the multiple entire Premises pest control services until it has been resolved, at Tenant's own expense.

- 19. WATER FURNITURE/VEHICLES:** [NRS 118A.320] Tenant shall NOT keep or permit to be kept in, on or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles. Tenant shall not conduct nor permit any work on vehicles on, near or next to the Premises.
  
- 20. CONVEYANCES AND USES:** [NRS 118A.200] Tenant shall NOT assign, sublet or transfer Tenant's interest, nor any part thereof, without prior written consent of Landlord. Tenant shall use the Premises for residential purposes only and NOT for any commercial enterprise (to include but not be limited to: hotel, bed and breakfast, business, storage, sublease, etc.) or for any purpose which is illegal. Tenant shall not commit waste, cause excessive noise, create a nuisance or disturb others.
  
- 21. NUISANCES AND ILLEGAL ACTIVITIES:** [NRS 202.450/.470] Tenant is aware of the following: It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in your local area, such as the code enforcement division of the county/city government or the local health or building departments.
  
- 22. SMOKING:** [NRS 118A.320] Tenant, guests, family members, contractors and anyone else gaining access to the Premises for work, leisure or otherwise is **NOT allowed to smoke inside of the Premises**. This shall include but is not limited to: smoking near open doors, windows, vents, HVAC units, etc. or any other equipment or opening that would allow smoke to access the interior of the Premises. It is the Tenant's responsibility to ensure, enforce and maintain this requirement whether Tenant is physically present at the Premises or not.
  
- 23. DRUGS/CRIMINAL ACTIVITY/CONTROLLED SUSTANCE:** [Controlled Substance Act, 21 U.S.C. 802, Sec 102]
  - A.** Tenant, any member of Tenant's household, guest, friend or anyone else visiting or living in the Premises, shall not engage in criminal activity, drug-related criminal activity or any act intended to facilitate criminal activity on or near the 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.
  
  - B.** Tenant, any member of Tenant's household, guest, friend or anyone else visiting or living in the Premises, shall not permit the Premises to be used for or to facilitate criminal activity.
  
  - C.** Tenant, any member of Tenant's household, guest, friend or anyone else visiting or living in the Premises, shall not engage in acts of violence, including but not limited to the unlawful discharge of firearms, on or near Premises.

**24. ALTERATIONS:** [NRS 118A.320] **Tenant shall make no alterations to the Premises without Landlord's written consent.** Tenant shall comply with the following conditions to make a request and obtain permission:

- A. REQUEST:** Tenant's written request shall include but not be limited to: i) a written request; ii) drawings of proposed alteration; iii) examples of colors and materials; iv) neighbor(s) signoff; and v) any other requirement that may need to be approved by the City, County, State or HOA. Tenant shall wait for Landlord's written approval before making any alterations to Premises.
- B. DELIVERY:** Tenant can deliver the written request via email attachment, fax or hand delivery.
- C. BECOME PERMANENT:** If Landlord grants permission then all alterations or improvements made to the Premises shall, unless there is a written agreement between the Landlord and Tenant that states otherwise, become the property of the Landlord and shall remain upon the Premises and shall be a permanent fixture affixed to the Premises.
- D. RESTORING PREMISES:** If Tenant makes any unauthorized or authorized alterations, Tenant shall be responsible for restoring the Premises to its original condition, if requested by the Landlord.

**25. MAINTENANCE:** Tenant and Landlord agree to maintain the Premises as follows:

- A. OWNER'S HOME WARRANTY:** Owner *(choose one)*:  **DOES NOT** have a home warranty for certain items in the Premises - **OR** -  **DOES** have the following home warranty and Tenant agrees to cooperate with the Owner and Owner's home warranty company in all related matters, to include but not be limited to access dates, access times, access areas, no harassment, no hinderance, and clear communications of issues. Tenant agrees, upon written notice, to cease all actions that may cause harm, further damage and adversely impact Owner's home warranty coverage under the homeowner's policy.

\_\_\_\_\_  
NAME OF OWNER'S HOME WARRANTY

\_\_\_\_\_  
PHONE

- B. CONDITION OF PREMISES:** [NRS 118A.310] Tenant shall keep the room and Premises in a clean, safe, maintained and habitable condition and abide by all basic obligations of cleanliness.
- C. CONTACT PERSON:** [NRS 118A.260] Landlord has assigned the following person or company that resides or operates within the County or within **sixty (60) miles** of where the Premises is located, to handle all maintenance, habitability, essential and emergency issues:

*(name)* \_\_\_\_\_ *(phone)* \_\_\_\_\_ *(fax)* \_\_\_\_\_

*(text)* \_\_\_\_\_ *(email)* \_\_\_\_\_

Tenant understands that, once contact person is notified of the maintenance issue, the contact person will make every effort to expedite the repairs as humanly possible (to include but not be limited to: contractor schedules, repair parts, access issues, etc.). If Landlord changes the contact person, Landlord will notify Tenant with new contact person's information within **five (5) business days** via email, fax, US Mail or hand delivery.

- D. EMERGENCY NOTIFICATION:** Tenant **MUST** immediately report, within **twenty-four (24) hours**, to the Landlord or Contact Person, indicated in Section 25, Item C, "CONTACT PERSON", via phone, fax, text and/or email, any emergency problems pertaining to plumbing, electrical, structural and/or workmanship on the Premises. Tenant understands that if this is an emergency repair, Landlord has the right to enter the Premises without notice, as indicated in Section 26, Item F, "ACCESS". Tenant understands that failure to report within the time indicated above or damages caused by Tenant will result in Tenant being held responsible for any water and mold damage, electrical, plumbing and structural, including costs of repairing such damage.
- E. NON-EMERGENCY NOTIFICATION:** Tenant can report any non-emergency issues as they occur, to the Landlord or Contact Person, indicated in Section 25, Item C, "CONTACT PERSON", via phone, fax, text, email, US Mail and/or hand delivery.
- F. PLUMBING:** [NRS 118A.290] Landlord shall be responsible for all major plumbing problems that are NOT caused by Tenant.
- G. ELECTRICAL:** [NRS 118A.290] Landlord shall be responsible for all major electrical problems that are NOT caused by Tenant.
- H. STRUCTURAL:** [NRS 118A.290] Landlord shall be responsible for all major structural problems that are NOT caused by Tenant.
- I. OUTDOOR TRASH AND RECYCLE CONTAINERS:** [NRS 118A.290] Premises currently has the following outside trash and recycle containers *(choose one or more that apply)*:
- (input number)* \_\_\_\_\_ TRASH container(s) provided by waste management.
- (input number)* \_\_\_\_\_ RECYCLE container(s) provided by waste management.
- NO TRASH or RECYCLE container(s) provided by waste management. In this case, Landlord shall provide at least **one (1)** outside trash container [size of container is dependent upon waste management requirement, at least a sixty-five (65) gallon or ninety-five (95) gallon], at Landlord's expense, for residential trash collection by waste management.
- 1) CONTAINER USE/MAINTENANCE:** Regardless of which condition is indicated above, Tenant shall use and maintain outdoor trash and recycle containers in good and operating condition.
- J. REPAIR TIME:** [NRS 118A.350/.355/.360/.380] From the date of written notice to Landlord, Tenant shall allow Landlord up to **fourteen (14) calendar days** for any repairs that are of habitability or essential issues and **forty-eight (48) hours** for any emergency repairs. Landlord will make every effort to expedite all habitability, essential and emergency repairs in a timely manner. Tenant understands that Landlord has no control over the repair contractor's scheduling or availability, whether work is being performed under warranty or not. **Landlord is NOT required to make or perform any Non-habitability, Non-essential and Non-emergency repairs.**
- K. TENANT MISCONDUCT/NEGLIGENCE:** [NRS 118A.440] If Tenant fails to perform basic obligations due to Tenant's misconduct or negligence or that of Tenant's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by

overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. Landlord and Tenant shall:

- 1) **LANDLORD NOTICE:** Landlord shall provide Tenant with a written notice of Tenant's damage via email, fax, US Mail or hand delivery, allowing Tenant to make the required non-emergency repairs within **fourteen (14) days**. Emergency repairs require immediate attention and repair;
  - 2) **TENANT REPAIRS:** After receipt of the Landlord's **fourteen (14) day** notice, Tenant shall pay for and make all required non-emergency repairs within the notice period. Emergency repairs require immediate attention and repairs;
  - 3) **LANDLORD ACCESS:** If Tenant fails to make required non-emergency repairs, Landlord may enter Premises, after serving a notice as indicated in Section 26, Item G "24 HOUR NOTICE", to make those repairs as indicated in Section 25, Item L "TENANT MISCONDUCT/NEGLIGENCE"; and
  - 4) **TENANT CHARGES:** Landlord may charge Tenant for all repairs due to Tenant damages or negligence and those charges shall be paid immediately or be regarded as Extra Charges Additional Rent (ECAR) to be paid no later than the next monthly payment date following such repairs or if Agreement is terminated, may be deducted from the Security Deposits.
- L. **FILTERS:** [NRS 118A.290] Landlord or Landlord's contractor shall change, maintain and/or clean all filters, at Landlord's expense.
- M. **SMOKE DETECTORS/CARBON MONOXIDE SENSORS:** Tenant understands that the Premises may be equipped with battery operated smoke detector(s) and/or carbon monoxide sensor(s).
- 1) **DETECTOR/SENSOR BATTERY CHANGE:** If detector/sensor is battery operated, Landlord or Landlord's contractor shall change the smoke detector and carbon monoxide sensor batteries, when indicated. If detector/sensor is electrical box breaker operated, Landlord or Landlord's contractor shall reset that breaker. Tenant agrees to notify Landlord, within **twenty-four (24) hours**, of the defective smoke detector(s) and carbon monoxide sensor(s) in person or writing.
- N. **FIRE EXTINGUISHER:** Landlord will provide and maintain a fire extinguisher on the Premises, at Landlord's expense. The fire extinguisher should be serviced annually.
- O. **LIGHT BULBS:** [NRS 118A.290] Landlord or Landlord's contractor shall change any blown out light bulbs, no matter whether inside or outside of Premises, (to include but not be limited to: refrigerator, freezer, stove, microwave, range hood, interior light units, exterior light units, exterior address light unit, etc.), at Landlord's expense.
- P. **DRYER LINT TRAP AND VENT:** [NRS 118A.290] Landlord or Landlord's contractor shall initially clean the Dryer lint trap (within the Dryer) and blow out/clean the Dryer Vent (from Dryer to Exterior wall) prior to Tenant's move in or upon commencement of this Agreement. Tenant when using the dryer, shall **clean the Dryer lint trap after each use of the dryer**. Any repairs or fires caused by Tenant's failure to clean the Dryer lint trap after each use or due to Tenant neglect will be the responsibility of the Tenant to repair and/or replace those units back to a perfect operating state, at Tenant's expense.

- Q. LUBRICATION/OIL/GREASE:** [NRS 118A.290] Landlord or Landlord’s contractor shall lubricate/oil/grease all units requiring routine lubricant/oil/grease (to include but not be limited to sliding door tracks, screen door tracks, security doors hinges, interior/exterior door hinges, rails, garage door tracks, garage door hinges, garage door chain/screw, etc.), no matter whether unit is inside or outside of Premises, at Landlord’s expense.
- R. HVAC:** [NRS 118A.290] Landlord shall maintain the (HVAC) heating and air conditioning systems (including filter changes) and provide for all repairs, NOT caused due to Tenant neglect.
- S. GLASS:** [NRS 118A.290] Landlord or Landlord’s contractor shall check and replace all broken glass. If any glass is broken, due to Tenant’s neglect, regardless of the cause of damage, Tenant shall replace all broken glass, at Tenant’s expense.
- T. LANDSCAPE:** [NRS 118A.290] Landlord or Landlord’s contractor shall check and perform the landscaping for the Premises. There *(choose one option)*  **IS NOT** a landscape contractor - **OR** -  **IS** a landscape contractor, paid by Landlord, whose contact information is as follows:  
*(name)* \_\_\_\_\_ *(phone)* \_\_\_\_\_ *(fax)* \_\_\_\_\_  
*(email)* \_\_\_\_\_
- U. POOL/SPA:** [NRS 118A.290] Premises *(choose one)*  **DOES NOT** - **OR** -  **DOES** have a swimming pool, spa, hot/cool tub, jacuzzi, etc. (hereafter “Pool/Spa”) on the Premises. If Premises does have a Pool/Spa, Landlord or Landlord’s contractor shall check and perform the initial Pool/Spa maintenance for the Premises.

**1) MAINTENANCE:** If Premises does NOT have a Pool/Spa, then skip this section. If Premises does have a Pool/Spa then there *(check one option)*  **IS NOT** a Pool/Spa contractor - **OR** -  **IS** a Pool/Spa contractor, paid by Landlord, whose contact information is as follows:

*(name)* \_\_\_\_\_ *(phone)* \_\_\_\_\_  
*(fax)* \_\_\_\_\_ *(email)* \_\_\_\_\_

**2) SAFETY:** If Pool/Spa on property, Tenant agrees to ensure the safety of any person using the Pool/Spa to include but not be limited to ensure enclosures are closed, locked gates are locked, no running, no horse playing, etc.

**3) LIABILITY:** If Pool/Spa on property, Tenant agrees to indemnify, protect and hold Landlord harmless, due to any person’s use of the Pool/Spa, from any issues to include but not be limited to legal, medical, injury, pain and suffering, third party claim, lawsuit, contractor liens, death and dismemberment, etc. Tenant may be required to sign a Pool/Spa Waiver Addendum.

**4) INSURANCE:** If Pool/Spa on property, Landlord is **REQUIRED** to obtain additional insurance coverage for the Pool/Spa, to include but not be limited to coverage for accidental death, injury, medical costs, property damage, and any other unforeseen liability, regardless of Tenant, guests, family, friends, trespassers, maintenance workers or licensed contractors, or any other person that may get injured or die in or around the Pool/Spa, while using and operating a Pool/Spa on the Premises of at least one (1) million dollars in additional coverage, from *(date)* \_\_\_\_\_ , (commencement of this Agreement).

- V. **CARPET/WOOD/TILE FLOOR CLEANING:** [NRS 118A.290] If the Premises has carpet, wood, tile flooring, or any combination of the three, Landlord or Landlord’s contractor shall periodically check and professionally clean all carpets, tiles, wood floors for the Premises, not caused by Tenant neglect.
- W. **SCREENS:** [NRS 118A.290] Landlord shall periodically check and remove or replace any broken screens, not damaged due to Tenant’s neglect. Tenant is required to replace any screens, damaged due to Tenant neglect, regardless of whom or how it was damaged, at Tenant’s expense.
- X. **OUTDOOR COOKING:** [NRS 118A.320] 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 are prohibited indoors, above the first floor and within **five (5) feet** of any exterior building wall. Adult supervision is required always when the barbecue equipment is generating heat.
- Y. **LANDLORD CHECKS WALL/CEILING:** [NRS 118A.290] Landlord certifies that the room walls/ceilings were checked and the following paint technique was performed, prior to commencement of this Agreement: *(choose only one option)*

- NO painting. << OR >>  Room was BOTH, freshly and touched up painted. << OR >>
- ENTIRE Room was touched up painted. << OR >>  ENTIRE Room was freshly painted.

- Z. **TENANT CHECKS WALLS/CEILINGS:** [NRS 118A.290] Tenant is required to check all room walls/ceilings prior to surrender of the room back to Landlord, and perform the following techniques, if found:
  - 1) **CLEANING WALLS/CEILINGS BEFORE SURRENDER:** If Tenant has any dirty or smudged room walls/ceilings then Tenant MUST clean those walls/ceilings, at Tenant’s expense, before room surrender.
  - 2) **TOUCHED UP PAINTING BEFORE SURRENDER:** If Tenant has caused any damages, holes, scrapes, dings to walls/ceilings, regardless how small or big, then Tenant MUST patch, sand, prime and paint those room walls/ceilings, putting the room walls/ceilings back to its original state, texture, color and sheen, at Tenant’s expense.
  - 3) **ENTIRE WALL/CEILING PAINTING:** If Tenant fails to match the room wall/ceiling texture and/or match paint color and sheen, then Landlord must fix that entire room wall/ceiling, at Tenant’s expense.

26. **ACCESS:** Tenant shall allow access to the room and Premises as follows:

- A. **REASONABLE DATES AND TIMES:** [NRS 118A.200/.330] Tenant agrees to coordinate, schedule and grant Landlord, Landlord’s contractors or Landlord’s agent the right to enter the room and Premises at all reasonable times. Reasonable dates and times could be Monday through Sunday, from 9am to 5pm or any other time agreed upon by Tenant and Landlord. Tenant shall not hinder, block or stop the work to be performed by limiting or shortening the Landlord or Landlord’s contractor’s days or times.



- B. INITIAL REPAIR CHECK, REPAIR DAYS AND HOURS:** [NRS 118A.200/.330] Tenant understands that each repair requires an first (1<sup>st</sup>) initial inspection by Landlord or Landlord’s contractor to evaluate and determine the materials, time, duration and specifics of work to be performed and may require and second (2<sup>nd</sup>) or third (3<sup>rd</sup>) visit to start and complete repairs. Landlord or Landlord’s contractor shall inform Tenant of how many days and how long the work will take (hours) per day to complete after the first (1<sup>st</sup>) initial inspection.
- C. PURPOSE FOR ENTRY:** [NRS 118A.200/.330] Landlord, Landlord’s contractors or Landlord’s agent shall be allowed to access the room and Premises for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein as requested by Landlord, to include but not be limited to Landlord’s periodic maintenance reviews.
- D. TENANT DAMAGE REPAIRS:** [NRS 118A.440] If Tenant fails to perform basic obligations, after a **fourteen (14) day** written notice from Landlord, except in case of emergency, Landlord may enter the room and Premises to make repairs. Emergency repairs required immediate attention and repair.
- E. FAILURE TO KEEP APPOINTMENT:** [NRS 118A.430] If Tenant fails to keep scheduled appointments with Landlord’s contractors to make necessary/required repairs, Tenant shall pay for any additional charges incurred which will then become part of the next month’s rent and be considered Extra Charges Additional Rent (ECAR).
- F. EMERGENCIES:** [NRS 118A.330] Landlord shall have the right to enter the room and Premises, without notice, in case of emergency and other situations as specifically allowed by law.
- G. 24 HOUR NOTICE:** [NRS 118A.330] Landlord agrees to give Tenant a **twenty-four (24) hour** notification before entry, except in case of emergency or as indicated in Section 26, Item D, “TENANT DAMAGE REPAIRS”.

**27. SECURITY DEPOSITS:** Tenant and Landlord shall abide by the following rules regarding Security Deposit collection, use, accounting, etc. as follows:

- A. COLLECTION:** [NRS 118A.200/.250] Prior to receiving any keys, remotes, cards, room and property access and upon execution of this Agreement, Tenant shall deposit with Landlord the sums indicated in Section 2, “INITIAL CHARGES”, to be used as Security Deposits and Tenant should request a written receipt or pay via cashier’s check, money order or check form, if allowed.
- B. MAX SECURITY DEPOSITS:** [NRS 118A.242] Tenant’s total Security Deposits amounts (deposit amounts when added together) cannot exceed **three (3) month’s** periodic rent (including last month’s rent deposit).
- C. SECURITY DEPOSIT TRANSFER:** [NRS 118A.244] In the event of a sale, assignment, death, appointment or receiver or otherwise, Landlord is required to protect Tenant’s Security Deposit and notify Tenant in writing of any changes.
- D. USES AND REMEDIES:** [NRS 118A.242] Landlord may claim from Security Deposits amounts for:

**1) RENT:** Remedying any default by tenant in the payment of rent (to include but not be limited to rent, late fees (up to surrender of room and Premises or lockout date) and any other costs that have become additional rent as indicated in this Agreement. Tenant cannot use the Security Deposits to, or in place of, previous, current or future rent and late fees;

[ NRS118A.242 (2a) ] Remedy any default of the tenant in the payment of rent.

**2) TENANT DAMAGES:** Repairing damages to the room and Premises caused by the tenant, other than normal wear; and

[ NRS118A.110 ] "Normal wear" means that deterioration which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by the tenant, a member of the tenant's household or other person on the premises with the tenant's consent.

**3) CLEANING:** Cleaning the Premises (to include the inside and outside of Premises). If the check box, indicated on Section 2, "INITIAL CHARGES", Cleaning Deposit is filled in then the Cleaning Deposit is deemed Nonrefundable.

[ NRS118A.242 (2c) ] Clean the dwelling unit.

[ NRS118A.242(8) ] A cleaning deposit can ONLY be nonrefundable, if it was ALREADY (existing) stated in an agreement, with a reasonable cleaning amount.

**E. MOVE-OUT PROPERTY CONDITION:** [NRS 118A.200] After Tenant has vacated and surrendered the keys, remote and cards to the Landlord or after eviction lockout is completed, Landlord will perform an inspection regarding the condition of the room and Premises, logging it into a form of Move-Out Property Condition Report (hereafter "Move-Out PCR"). Landlord will check Move-In PCR against Move-Out PCR to determine Tenant damages, if any. Landlord will make the appropriate repairs. Landlord will provide Tenant with a Deposit Accounting as indicated in Section 27, Item F, "ACCOUNTING".

**F. ACCOUNTING:** [NRS 118A.242] Landlord shall provide Tenant with a written, itemized accounting of the disposition of the Security Deposits and any remaining portion of Security Deposit, within **thirty (30) days** after the termination of tenancy by handing it to the tenant personally at the place where the rent is paid, or by mailing it to the Tenant at the Tenant's present (forwarding) address or, if that address is unknown, at the Tenant's last known address.

**G. FORWARDING ADDRESS:** Tenant agrees, upon termination of the tenancy, to immediately, within **twenty-four (24) hours**, provide Landlord with a written forwarding address, (via email, fax, text and/or hand delivery). NO verbal communication of forwarding address allowed. If Tenant fails to provide Landlord with a written forwarding address then any accounting of Security Deposits will be delivered to Tenant, as indicated in Section 27, Item F, "ACCOUNTING".

**H. REFUNDS:** Upon termination of this Agreement, If Tenant is due a refund (regardless of whether one (1) Tenant or many Tenant are named on this Agreement), Tenant acknowledges, understands and authorizes all refunds to be *(choose one option):*  allocated to the following Tenant named on this Agreement *(insert one Tenant name)* \_\_\_\_\_ < OR >

divided into equal amounts, if possible, and issue separate refunds in the name of each Tenant to ensure fair and equal distribution of refunds. Tenant also agrees to hold Landlord legally and financially harmless regarding any refund disputes amongst the Tenant.

**I. INTEREST:** Tenant agrees that Landlord shall retain all interest earned, if any, on all Deposits and any other payments received, to offset the administration and bookkeeping fees.

**28. EVICTION FEES:** [NRS 118A.200] Tenant shall be charged for actual costs of eviction services (to include but not be limited to: notices, filing fees, court fees, attorney fees, eviction services, appeals, constable, locksmith, and any other expense pertaining to the eviction and lockout.). If Tenant is evicted from the room and Premises, Landlord reserves the right to pursue Tenant in Small Claims Court.

**29. EVICTION CANCELLATION FEES:** [NRS 118A.200] If Landlord allows Tenant to continue living at the room and Premises, Tenant agrees to immediately (within twenty-four (24) hours) pay for all eviction expenses (to include but not be limited to: notices, filing fees, court fees, attorney fees, eviction services, appeals, constable, locksmith, and any other expense pertaining to the eviction and lockout.) and bring account up to date (to include but not be limited to: rent, late fees, utility fees, repair costs, HOA fines, etc.) before granting room and property access, cancelling any eviction proceeding, rescinding order and/or stopping lockout.

**30. ASSOCIATIONS:** The Premises  **IS NOT** part of a HOA, CIC, PUD, CD or any other association - **OR** -  **IS** part of the following homeowner's association (HOA), common interest community (CIC), planned unit development (PUD), condominium development (CD) or any other association that governs the Premises (the "Association").

\_\_\_\_\_  
NAME OF HOA, CIC, PUD AND CD ASSOCIATION

\_\_\_\_\_  
PHONE

**A. RULES:** Tenant hereby agrees to abide by the Governing Documents (including Declarations, Bylaws, Articles, Rules and Regulations) and further agrees to be responsible for any fines and penalties levied due to Tenant(s), Tenant's family members, Tenant's guests, etc. failure to comply.

**B. FINES:** 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 as an addition to rent and shall be due along with the next monthly payment of rent or if Agreement is terminated, may be deducted from the Security Deposits.

**C. GOVERNING DOCUMENTS:** Landlord shall, at Landlord's expense, within **ten (10) business days** from *(date)* \_\_\_\_\_, (commencement of this Agreement), provide Tenant with a copy (hard or soft form) of the Governing Documents, via either hand delivery, US Mail, Email or Fax. Landlord shall provide Tenant with any additions to such Governing Documents as they become available, until the termination of this Agreement.

**D. ADDITIONAL RULES:** Landlord may, at its option, with a **thirty (30) day** notice to Tenant, adopt additional reasonable rules and regulations governing the use of the Premises and of the common areas, if they do not contradict the Governing Documents.

- 31. 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 a default shall not be construed to waive any right of Landlord or affect any notice of termination or eviction.
- 32. DEFAULT:** Failure by Tenant to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents, or Tenant's engagement in activity prohibited by this Agreement, or Tenant's failure to comply with all applicable laws, shall be considered a default hereunder. Upon default: i) Landlord may, at Landlord's option, terminate the tenancy upon giving proper notice; ii) Landlord shall issue a proper itemized statement to Tenant noting the amount owed by Tenant; and iii) Landlord may pursue all legal and equitable remedies available.
- 33. PROVISION VIOLATIONS:** 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.
- 34. RENT INCREASE:** [NRS 118A.300] A rent increase can be used as the Tenant is on a month-to-month basis. If Landlord intends to increase the rent, Landlord is required to provide Tenant with a **written rent increase notice, forty-five (45) days prior, to the first rent increase payment.**
- 35. TENANT INTENT TO VACATE:** If Tenant plans to vacate the Premises then Tenant must perform the following:
- A. NOTICE:** Tenant agrees to provide Landlord with an ADVANCE written **thirty (30) calendar day** notice to vacate the Premises.
  - B. DELIVERY:** [NRS 118A.190] Tenant's vacate notice **MUST** be PHYSICALLY received by Landlord thirty (30) calendar days before vacate date and can be either faxed, emailed, US Mailed or hand delivered to Landlord. **NO** verbal notices allowed.
  - C. RENT INCREASE RATE:** [NRS 118A.300] Landlord is required to provide notice to the Tenant as indicated in Section 34, "RENT INCREASE", then Tenant's rent shall increase by one of the following:  
*(choose only one)*
    - 1)  **PERCENTAGE:** Tenant shall pay a rent increase of *(choose number, 5, 10, 15 or 20)* \_\_\_\_ % of monthly rent due, to be applied to each month's rent.  
**<< OR >>**
    - 2)  **FLAT RATE:** Tenant shall pay a flat rate of \$\_\_\_\_\_, to be applied to each month's rent.  
**<< OR >>**
    - 3)  **NO INCREASE:** Tenant shall not pay any rent increase.
- 36. TERMINATION:** Landlord and Tenant shall abide by the following rules, requirements and procedures upon termination of or to terminate this Agreement:
- A. TENANT:** Upon termination of the tenancy, Tenant shall:

- 1) **VACATE:** Surrender the room within the Premises in a good, clean and sanitary condition to Landlord, normal wear is expected on certain items used routinely.
- 2) **REMOVE:** Remove all of Tenant's property, to allow Landlord to conduct a thorough inspection and prepare and submit accounting of Security Deposit, indicated in Section 27, "SECURITY DEPOSITS". Tenant acknowledges that failure of Tenant to remove Tenant's property will result in a delay of Landlord's inspection and accounting of Security Deposit.
- 3) **RETURN:** Return all keys, cards and remotes to Landlord in good workable condition.
- 4) **UTILITES AND SERVICES:** If utilities (water, electricity and gas) and/or services, as specified in Section 15, "UTILITIES AND SERVICES", are in Tenant's name, then Tenant should shut off those utilities and/or services and pay for any outstanding balances due.

**B. LANDLORD:** Upon termination of the tenancy, Landlord shall:

- 1) **UTILITIES AND SERVICES:** If utilities (water, electricity and gas) and/or services are in Tenant's name and have been shut off by Tenant, Landlord should at least turn on the utilities, as specified in Section 16, "UTILITIES AND SERVICES".
- 2) **INSPECT:** Inspect room within the Premises thoroughly, document tenant damages, cleaning, etc. and document normal repairs.
- 3) **REPAIRS:** Schedule, make repairs cleaning, etc. and obtain invoices from contractors.
- 4) **ACCOUNTING:** Prepare and submit accounting of Security Deposit, indicated in Section 27, "SECURITY DEPOSITS".

**C. ABANDONMENT:** [NRS 118A.450/.480] If Tenant provides Landlord with a notice of abandonment, Landlord may recover repossession of the room within the Premises. If no notice is provided by Tenant, it is presumed that the Tenant has abandoned the room within the Premises, if the Tenant is absent from the room within 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 proof of written notice to landlord of an intended absence.

**D. PHYSICAL OR MENTAL DISABILITY OR DEATH:** [NRS 118A.340] Tenant may terminate this Agreement due to physical or mental disability or death, after providing written proof to Landlord.

**E. DOMESTIC VIOLENCE:** [NRS 118A.345] Tenant may terminate this Agreement if a Tenant, cotenant or household member is the victim of domestic violence (an act described in NRS 33.018).

**37. TENANT PERSONAL INFORMATION:** Tenant acknowledges and understands that if Tenant defaults on any part of this Agreement, Landlord may be forced to engage in the services of an Attorney, Law Firm, Eviction Company, Process Server and/or Collection Agency ("Entities"), and may be required to give Tenant's personal information to these Entities, to include but not be limited to, Tenant's social security number, driver's license information, address, phone numbers, fax numbers, emails, and any other information that would aid in the legal processing and collection efforts against Tenant. Tenant agrees to hold Landlord, Landlord's representatives and Entities harmless from any liability in relation to the release of any personal information to these Entities.

- 38. MILITARY TENANT:** In the event the Tenant is, or hereafter becomes, a member of the US Armed Forces on extended active duty and hereafter the Tenant receives permanent change of duty station orders to depart from the area where the Premises is 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: 1) may terminate this Agreement upon giving a thirty (30) days written notice to the Landlord; 2) shall provide the Landlord with a copy of the official orders or a letter signed by the Tenant's Commanding Officer, reflecting the change, which warrants Agreement termination; and 3) Tenant will pay prorated rent for any days Tenant occupies the Premises past the first (1<sup>st</sup>) day of the month. The security deposit will be returned to Tenant, as indicated in Section 27, "SECURITY DEPOSITS".
- 39. SMALL CLAIMS COURT:** If any provision, fees, costs, expenses or otherwise are unenforceable or beyond the Eviction Court's jurisdiction, venue and authority, Landlord may pursue Tenant in Small Claims Court.
- 40. CIVIL COURT:** If any provision, fees, costs, expenses or otherwise are unenforceable or beyond the Eviction and Small Claims Court's jurisdiction, venue and authority, Landlord may pursue Tenant in Civil Court.
- 41. CRIMINAL COURT:** If any provision, fees, costs, expenses or otherwise are unenforceable or beyond the Eviction, Small Claims and/or Civil Court's jurisdiction, venue and authority, Landlord may pursue Tenant in Criminal Court.
- 42. CHANGES:** No changes, modification or amendments of this Agreement shall be valid or binding unless such changes, modifications or amendments are in writing and signed by both parties. Any corrections, prior to the execution of this Agreement, must be initialed and dated next to correction by both parties. Once this Agreement has been executed by both parties, only an addendum signed and dated by both parties can make changes. No verbal changes allowed. Changes shall take effect on a date specified in the addendum.
- 43. CONFLICTS:** In event of conflicts between provisions of this Agreement and provisions of an addendum, then the addendum shall govern. In event of conflicts between provisions of a previous addendum and provisions of a last addendum, then the last addendum shall govern. No verbal provisions allowed.
- 44. ATTORNEY 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.
- 45. GOVERNING LAW, VENUE and JURISDICTION:** This Agreement shall be governed by, have venue and jurisdiction in the State of Nevada and in the County where the Premises are located.
- 46. 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.
- 47. VALIDITY:** [NRS 118A.230] In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**48. ELECTRONIC RECORDS AND TRANSACTIONS:** [NRS 719, TITLE 59] This Agreement may be accepted and agreed to jointly and severally. Tenant understands and agrees to all Agreement provisions and terms. Tenant acknowledges that this Agreement may be executed in any number of counterparts, electronically and facsimile copies with the same effect as if all parties to this Agreement had signed the same document and all counterparts and all copies will be construed together and will constitute one and the same instrument.

**49. COPIES OF AGREEMENT:** [NRS 118A.200] Landlord shall be provided copies of this Agreement in the following manner and charges:

- A. ONE (1) FREE INITIAL COPY (PICK UP OR EMAIL):** Tenant can receive one (1) FREE initial copy of this Agreement, if Tenant picks it up from the Landlord’s office or if it is emailed to Tenant.
- B. ADDITIONAL COPY CHARGE (PICK UP OR EMAIL):** Any additional copies of this Agreement, past the one (1) initial FREE copy, Landlord will charge an additional copy fee of **ten (\$0.10) cents** per page per printed side per copy. If copies are to be picked up or emailed, then no faxing and/or US Regular Mail charge will be applied.
- C. COPIES FAXED OR US REGULAR MAILED CHARGE:** If copies are to be faxed or US Regular Mailed, then an additional charge of **ten (\$10.00) dollars** for faxing and/or US Regular Mailing will be applied to each fax number sent to and/or each US Regular Mailing address sent to. No International, FedEx, UPS, Priority Mail, DHL, or any other form of international or expedited mail service allowed.

**50. NOTICES:** [NRS 118A.260 and NRS 40.253] Unless otherwise required by law, all notices must be in writing and served as follows:

- 1) TO TENANT:** At rental property address or at an updated address if Tenant provides a written updated address to Landlord; and
- 2) TO LANDLORD:** At Landlord’s (Owner’s) address as indicated below.

**A. OWNER ADDRESS INFO:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**51. ADDITIONAL TERMS AND CONDITIONS:** [NRS 118A.200] Tenant also agrees to the following terms:

- A.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. \_\_\_\_\_  
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D. \_\_\_\_\_  
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E. \_\_\_\_\_  
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F. \_\_\_\_\_  
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