





7. **RECEIPTS:** [NRS 118A.250] **Tenant should always request a receipt upon payment.**

8. **ADDITIONAL RENT FEES:** [SB151, Sec 7.2] Additional fees shall immediately become additional rent which consist of the following:

**E X A M P L E      O N L Y**

A. **LATE FEES:** Rent is deemed late as 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)  **PERCENTAGE LATE FEE:** Starting from the first day late, Tenant shall pay a maximum percentage late fee amount of five (5%) percent of monthly rent due, to be applied to each month rent is late.

[ TL Monthly Rent \$ 1,000.00 x 0.05 = TL Monthly Late Fee \$ 50.00 . ]

<< OR >>

2)  **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.

C. **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, etc.) shall be due when incurred and shall become extra charges additional rent.

D. **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.

9. **INVENTORY:** [NRS 118A.200] It is agreed, understood, acknowledged and accepted that the following inventory items are now on the Premises. Tenant assumes full responsibility (no matter whether indicated solely, jointly, or collectively) for the care, maintenance, protection, and safety of 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 checked="" type="checkbox"/> Refrig/Freez Combo<br><i>(S/S, Top/Bot, etc.)</i> | <input type="checkbox"/> Trash Compactor                                    | <input checked="" type="checkbox"/> Floor Coverings<br><i>(tile, wood, carpet, etc.)</i> | <input type="checkbox"/> Intercom System  |
| <input type="checkbox"/> Refrigerator ONLY  | <input checked="" type="checkbox"/> Water Filter System                     | <input checked="" type="checkbox"/> Window Coverings<br><i>(curtains, blinds, etc.)</i>  | <input type="checkbox"/> Alarm System     |
| <input type="checkbox"/> Freezer ONLY   | <input checked="" type="checkbox"/> Dishwasher                              | <input checked="" type="checkbox"/> Garage Door Opener                                   | <input type="checkbox"/> Sprinkler System |
| <input checked="" type="checkbox"/> Stove/Oven Combo                                  | <input checked="" type="checkbox"/> Washer                                  | <input type="checkbox"/> Water Condit Equip.   | <input type="checkbox"/> BBQ Equip.       |
| <input type="checkbox"/> Stove ONLY   | <input checked="" type="checkbox"/> Dryer                                   | <input type="checkbox"/> Hot Water Tank  | <input type="checkbox"/> Solar Screens    |
| <input type="checkbox"/> Oven ONLY  | <input type="checkbox"/> Washer/Dryer Combo<br><i>(Up/Dwn Washer/Dryer)</i> | <input checked="" type="checkbox"/> Tankless Hot Water Sys                               | <input type="checkbox"/> Solar System     |
| <input type="checkbox"/> Double Oven ONLY   | <input checked="" type="checkbox"/> Ceiling Fans w/Lights                   | <input type="checkbox"/> Furnace Heat Sys  | <input type="checkbox"/> Pool Equipment   |
| <input type="checkbox"/> Range Hood   | <input type="checkbox"/> Ceiling Fans ONLY                                  | <input type="checkbox"/> Water Tank Heat Sys   | <input type="checkbox"/> Spa Equipment    |
| <input checked="" type="checkbox"/> Microwave   | <input checked="" type="checkbox"/> Smoke Detectors                         | <input checked="" type="checkbox"/> AC Cooling Sys                                       | <input type="checkbox"/> _____            |
| <input checked="" type="checkbox"/> Food Disposal                                     | <input type="checkbox"/> CarbMonx Detectors                                 |  | <input type="checkbox"/> _____            |

**A. APPLIANCE/EQUIPMENT BREAKDOWN:** Tenant must immediately, **within twenty-four (24) hours**, report to Landlord any appliance/equipment breakdown.

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

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

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

<u>2</u> Door key(s)	_____ Pool key(s)	_____ Other _____
<u>2</u> Mailbox key(s)	<u>2</u> Garage Remote(s)	_____ Other _____
_____ Laundry Room key(s)	_____ Gate Card(s)	_____ Other _____
_____ Gym Room key(s)	_____ Gate Remote(s)	_____ Other _____

**B. KEYS, CARDS AND REMOTES RETURN:** Tenant shall IMMEDIATELY return all keys, cards, and remotes to Landlord upon termination of this Agreement.

**C. LOCK CHANGE/REKEY:** Locks may be replaced or re-keyed at the Tenant’s expense. Tenant must, within **five (5) calendar days** from changing/rekeying locks, inform and provide Landlord with **one (1) workable key** for each new, rekeyed, or changed lock. **E X A M P L E O N L Y**

**11. MOVE-IN PROPERTY CONDITION:** [NRS 118A.200] Tenant must return to Landlord the Move-In Property Condition Report (hereafter “Move-In PCR”) within two weeks from move-in date. Failure to return Move-In PCR will automatically result in a default status that the Premises is PERFECT.

**12. TOTAL TENANTS/OCCUPANTS:** [NRS 118A.200] Occupants and Tenants of the Premises shall be limited to (input number, 1 thru 4) 4 **Tenant(s)** plus (input number, 0 thru 6) 0 **Occupant(s)** = Grand Total of 4 **Tenants/Occupants** living in and on the Premises. Premises 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.).

**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
_____ 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 on the Premises more than **seven (7) days** per visit. No guest can remain on the Premises for more than **fifteen (15) days per calendar year**, without Landlord’s written permission.

**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. Pets and Animals can NOT be disturbing or threatening others or destructive to the Premises.

(initial) Landlord _____	(initial) Tenant _____	(initial) Tenant _____
	(initial) Tenant _____	(initial) Tenant _____

A.  **NO PETS:** NO Pets allowed in or on Premises at any time during tenancy.

<< OR >>

B.  **FUTURE PETS:** Landlord has deemed that the Tenant may have future Pets in or on the Premises with an additional Deposit ("Pet Deposit") required in the amount of \$ \_\_\_\_\_ (based upon the number, type, breed, and size of Pets). **E X A M P L E O N L Y**

<< AND / OR >>

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

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

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

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

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

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

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

D. **PET PENALTY:** Tenant agrees to pay an immediate fine of **five hundred (\$500) dollars per unauthorized Pet and Pet MUST be removed from 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 in 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, Alarm System 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):** Tenant understands and agrees that Utilities and Services will be shut off by Landlord, if Tenant does NOT transfer or connect within **three (3) business days**, from commencement date of this Agreement.

B. **RESPONSIBLE PARTY:** Utilities and Services, when they become due, are the responsibility of the Tenant or Landlord, as indicated below:

[ T ] = Tenant is responsible to connect or switch the utilities 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 into Landlord's name and pay for all deposits and bills when they come due.

[ B ] = Landlord will maintain the connection of the utilities in Landlord's name and bill Tenant for deposits, connection fees and usage accordingly.

[ R ] = Landlord will maintain the connection of the utilities 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 )

<u>T</u> Electricity	<u>R</u> Trash	___ Other _____
<u>T</u> Gas	<u>R</u> Sewer	___ Other _____
<u>T</u> Water	<u>O</u> Association Fees	

Services List ( indicate "T", "O", "B", "R" beside each service )

<u>T</u> Phone	<u>T</u> Cable TV	___ Other _____
<u>T</u> Internet	<u>T</u> Satellite	___ Other _____

\*\*\*\*\* Indicate Standard Monthly Utility and Services Flat Fee Below \*\*\*\*\*

[ R ] IN LANDLORD'S NAME/INCLUDED IN RENT = (calculated from amounts below) \$ 35.00 .

\$ _____ Electricity	\$ _____ Internet	\$ _____ _____
\$ _____ Gas	\$ _____ Phone	\$ _____ _____
\$ _____ Water	\$ _____ Cable TV	\$ _____ _____
<u>\$35.00</u> <input checked="" type="checkbox"/> Sewer / <input checked="" type="checkbox"/> Trash	\$ _____ Satellite	

- C. **EXISTING PHONE, DATA, CABLE TV, SATELLITE, ALARM SYSTEM:** Landlord is NOT responsible for the maintenance or condition (working or not working) of any existing phone, data, cable tv, satellite or alarm system lines, connections, outlets, or equipment.
  - D. **NEW PHONE, DATA, CABLE TV, SATELLITE, ALARM SYSTEM:** Any new or additional phone, data, cable tv, satellite or alarm system lines, outlets and dishes can be obtained for the Premises, **with Landlord's written approval**, at Tenant's expense. **E X A M P L E O N L Y**
  - E. **CONNECTION (END):** Tenant agrees to transfer or disconnect Utilities at least **three (3) business days** AFTER vacating Premises. Services **MUST** be IMMEDIATELY disconnected upon vacating Premises.
- 16. RENTER'S INSURANCE:** [NRS 118A.200] Tenant **IS REQUIRED** to obtain and pay for renter's insurance and it **MUST** list Landlord as additional insured. Tenant **MUST** provide Landlord **written proof of insurance (ACCORD)**, within **five (5) business days**, from commencement date of this Agreement.
- 17. OWNER'S HOMEOWNER INSURANCE:** [NRS 118A.200] 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 communication of issues.
- 18. PESTS:** [NRS 118A.200] Within **thirty (30) days** from commencement date of this Agreement, if the Premises have pests, **Landlord, at Tenant's request, will arrange and pay for the initial pest control spraying.** After the **thirty (30) day** period, Tenant agrees, at Tenant's own expense, to pay for the future monthly pest control spraying costs, past the initial pest control spraying.
- 19. WATER FURNITURE/VEHICLES:** [NRS 118A.200] 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.

(initial) Landlord \_\_\_\_\_ (initial) Tenant \_\_\_\_\_ (initial) Tenant \_\_\_\_\_  
(initial) Tenant \_\_\_\_\_ (initial) Tenant \_\_\_\_\_



**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.

**21. NO NUISANCES AND ILLEGAL ACTIVITIES:** [NRS 202.450/.470] Tenant shall **NOT** commit or maintain a public nuisance, illegal activities, commit waste, cause excessive noise, create a nuisance, or disturb others.

**22. NO 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 or close to the Premises.**

**23. NO DRUGS/NO CRIMINAL ACTIVITY/NO CONTROLLED SUSTANCE/NO VIOLENCE:** [Controlled Substance Act, 21 U.S.C. 802, Sec 102] 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, acts of violence, or any act intended to facilitate criminal activity on or near the Premises, nor use of Premises for criminal activity.

**24. ALTERATIONS:** [NRS 118A.320] **Tenant shall make NO alterations to the Premises without Landlord's written consent.** 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.

**25. MAINTENANCE/EMERGENCY NOTIFICATION:** [NRS 118A.310] Tenant shall keep the Premises in a clean, safe, maintained and habitable condition and abide by all basic obligations (to include but not be limited to: cleaning and/or lubricating and/or replacing filters, light bulbs, batteries, screens, hinges, etc.). Tenant **MUST** immediately report, within **twenty-four (24) hours**, to the Landlord or Contact Person.

**A. 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) Tom Fanning (phone) (317) 123-1478 (fax) \_\_\_\_\_  
(text) (317) 123-1478 (email) TFanning1234@gmail.com \_\_\_\_\_

**B. PLUMBING/ELECTRICAL/STRUCTURAL/OUTDOOR TRASH /RECYCLE CONTAINERS:** [NRS 118A.290] Landlord shall be responsible for all major plumbing, electrical and structural problems that are NOT caused by Tenant.

The Premises currently has the following outside trash and recycle containers (choose one or more that apply):

- (input number) 1 TRASH container(s) provided by waste management.
- (input number) 1 RECYCLE container(s) provided by waste management.

<< OR >>

NO TRASH or RECYCLE container(s) provided by waste management. In this case, Landlord shall provide at least **one (1)** outside trash container [at least a sixty-five (65) gallon to ninety-five (95) gallon], at Landlord's expense, for residential trash collection by waste management.

<< OR >>

Community TRASH dumpster(s). **E X A M P L E O N L Y**

**C. 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.

- D. **COMMON SENSE SERVICE CHARGE and REPAIRS:** [NRS 118A.290] Tenant agrees to pay, within **fourteen (14) days** after written notice from Landlord, for any service charge and/or repairs that could have been avoided by common sense action by the Tenant, (to include but not be limited to: opening shut-off valves, pressing reset button on bottom of disposal unit, changing batteries, light bulbs and filters, resetting refrigerator water filter settings, resetting HVAC filter setting on thermostat, changing batteries in the thermostat, setting up sprinkler settings, changing batteries on garage remote or gate remote, reprogram garage remote, realign garage door sensors, never pour grease down the drain, never flush female menstrual devices or diapers or anything else that would cause harm down the toilet, never put bones or glass or metal in a disposal unit, etc.).
- E. **TENANT MISCONDUCT/NEGLIGENCE:** [NRS 118A.440] Landlord shall charge Tenant for any repairs due to Tenant damages or negligence. **E X A M P L E O N L Y**
- F. **FILTERS:** [NRS 118A.310] Tenant shall change and/or clean all future filters (to include but not be limited to (HVAC) heating and air conditioning systems {at least once every month}, refrigerator and freezer, stove, microwave, range hood, exhaust fan {at least every six months} and pool system {at least once every two weeks}, etc.) at Tenant’s own expense.
- G. **SMOKE DETECTORS/CARBON MONOXIDE SENSORS:** [NRS 118A.310] Tenant agrees to change the smoke detector and carbon monoxide sensor batteries, when indicated by “chirp” or “beep” or low battery light.
- H. **FIRE EXTINGUISHER:** [NRS 118A.310] Landlord recommends that Tenant provides and maintains a fire extinguisher on the Premises, at Tenant’s expense. The fire extinguisher should be serviced annually.
- I. **LIGHT BULBS:** [NRS 118A.310] Tenant shall change any future 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 Tenant’s own expense.
- J. **DRYER LINT SCREEN TRAP AND VENT DUCT:** [NRS 118A.310] Tenant shall clean any future **Dryer lint screen trap**, located in dryer (after each use) and **Dryer vent duct**, from wall connection to outside wall/roof (every 6 months or annually, depending upon usage), at Tenant’s own expense.
- K. **LUBRICATION/OIL/GREASE:** [NRS 118A.310] Tenant shall maintain lubrication/oil/grease on any unit, no matter whether unit is inside or outside of Premises (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.) at Tenant’s own expense.
- L. **AIR CONDITIONING AND FURNACE UNITS (HVAC):** [NRS 118A.290] Landlord shall maintain the (HVAC) heating and air conditioning systems (excluding filter changes) and provide for all major repairs **NOT** caused due to Tenant neglect.
- M. **GLASS:** [NRS 118A.310] Tenant shall replace all broken glass, regardless of the cause of damage (to include but not be limited to break-ins, rocks thrown, bird hits glass, vandalism, etc.), at Tenant’s expense.
- N. **LANDSCAPE:** [NRS 118A.290/310] Landscape shall be maintained in the following manner *(choose one)* :
  - landscape is to be maintained by Tenant, at Tenant’s expense.
  - << OR >>
  - landscape is maintained by community or association.
  - << OR >>



there **IS** a private landscape contractor, paid by Landlord, whose contact information is as follows:

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

(email) \_\_\_\_\_

<< OR >>

there is no plant landscape on the property to maintain (concrete, rocks, pavers, etc.).

**O. POOL/SPA:** [NRS 118A.290] Premises *(choose all that apply)* and there:

**IS NOT** a COMMUNITY (“C-Pool/Spa”) or PRIVATE (“P-Pool/Spa”) swimming pool, spa, hot/cool tub, jacuzzi, etc. in the Community or on the Property.

<< OR >>

**IS** a P-Pool/Spa swimming pool, spa, hot/cool tub, jacuzzi, etc. on the Premises AND **Tenant will maintain** the P-Pool/Spa at Tenant’s expense. Tenant is **REQUIRED** to obtain an Add-On P-Pool/Spa liability renter’s insurance coverage, of at least three hundred thousand dollars (**\$300,000**), and provide to Landlord written proof of insurance (ACCORD), **within five (5) business days**, from commencement date of this Agreement.

<< OR >>

**IS** a P-Pool/Spa on the Premises AND **Landlord will maintain** the P-Pool/Spa at Landlord’s expense.

Landlord’s P-Pool/Spa contractor information:

(name) \_\_\_\_\_ (phone) \_\_\_\_\_

(fax) \_\_\_\_\_ (email) \_\_\_\_\_

<< OR >>

**IS** a C-Pool/Spa swimming pool, spa, hot/cool tub, jacuzzi, etc. in the Community.

**P. CARPET/WOOD/TILE FLOOR CLEANING:** [NRS 118A.310] Tenant **MUST** have the carpets, tiles, wood floors professionally cleaned before vacate date. Tenant **MUST** present Landlord with the receipt from a professional carpet, tile, wood floor cleaning company.

**Q. SCREENS:** [NRS 118A.310] Landlord is **NOT** responsible for the maintenance of existing screens or the installation of new screens. Tenant may install or replace screens at Tenant’s own expense. Screens, once installed by Tenant, become a part of the Premises.

**R. OUTDOOR COOKING:** [NRS 118A.320] Outdoor cooking with a portable barbecuing equipment is prohibited within **ten (10) feet** of any overhang, balcony or opening. 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.

**S. WALLS/CEILINGS CONDITION: E X A M P L E O N L Y**

1) [NRS 118A.290] Prior to Tenant occupancy, the walls/ceilings were *(choose one)*:

NO painting at all.  ENTIRE Premises was painted.

Rooms touched up = \_\_\_\_\_ .

Rooms freshly painted = \_\_\_\_\_ .

2) [NRS 118A.310] 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 walls/ceilings, putting the walls/ceilings back to its original state, texture, color, and sheen, at Tenant’s expense.

**26. ACCESS:**

**A. NON-EMERGENCY ACCESS:** [NRS 118A.200/.330] Tenant agrees to coordinate, schedule and grant Landlord, Landlord’s contractors or Landlord’s agent the right to enter the Premises at all reasonable times.

1) **24 HOUR NOTICE:** [NRS 118A.330] Landlord shall give Tenant a **twenty-four (24) hour** notification before entry, except in case of emergency.

B. **EMERGENCY ACCESS:** [NRS 118A.330] Landlord has the right to enter the Premises, without notice, in case of emergency.

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 or 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.

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. **USES AND REMEDIES:** [NRS 118A.242] Landlord may claim from Security Deposits amounts for Rent, Tenant Damages, and Cleaning.

D. **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 Premises.

E. **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 address or, if that address is unknown, at the Tenant's last known address. **E X A M P L E O N L Y**

F. **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.

G. **REFUNDS:** Upon termination of this Agreement, If Tenant is due a refund (regardless of whether one {1} Tenant or many Tenants are named on this Agreement), Tenant acknowledges, understands, and authorizes all refunds to be *(choose one option):*

allocated to the following Tenant named in this Agreement *(insert one Tenant name)*

< OR >

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

H. **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. **EVICTON EXPENSES AND CANCELLATION FEES:** [NRS 118A.200] If Eviction is to be cancelled, Tenant agrees to immediately (within twenty-four {24} hours) pay all eviction expenses (to include but not be limited to notices, filing fees, court fees, eviction services, appeals, constable, locksmith, etc.) AND bring rental account up to date (to

include but not be limited to rent, late fees, utility fees, repair costs, HOA fines, etc.) before cancelling eviction proceeding or lockout and/or rescinding eviction order.

**29. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:** [Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), Section 1018]

- A. Tenant may conduct a risk assessment/inspection of the Premises for presence of lead-based paint and/or lead-based paint hazards, at the Tenant’s expense, for a period of **ten (10) days** after execution of this Agreement.
- B. After Tenant’s risk assessment/inspection, Tenant will notify Landlord, within **five (5) calendar days**, in writing and provide a copy of the assessment/inspection report.
- C. Landlord will then have **ten (10) days**, from receipt of the assessment/inspection report, to elect to correct such deficiencies and/or hazards or to terminate this Agreement.

**30. FLAG:** [NRS 118A.325] Tenant may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1.

**31. SIGNS:** [NRS 116B.710, NRS 410.400, NRS 405.030/.110, NRS 704.638, LV CH 19.14, CC CH 30.72] Tenant may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a HOA and any governing documents related to the posting of political signs.

**32. ASSOCIATIONS:** Tenant agrees to abide by the rules and regulations of a homeowner’s association (HOA), common interest community (CIC), planned unit development (PUD), condominium development (CD) or any other association that governs the Premises. The premises *(choose one below)* :

- IS NOT** part of a HOA, CIC, PUD, CD or any other association.
- < OR > **E X A M P L E O N L Y**
- IS** part of a HOA, CIC, PUD, CD or any other association.

**Abc Homeowners Association** **(702) 987 - 1000**  
NAME OF HOA, CIC, PUD AND CD ASSOCIATION PHONE

Landlord shall, at Landlord’s expense, within **ten (10) business days** from commencement date of this Agreement, provide Tenant with a copy (hard or soft form) of the Governing Documents.

**33. 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.

**34. 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, Landlord may pursue all legal and equitable remedies available.

**35. 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.

**36. TENANT VACATE NOTICE/RENT INCREASE RATE.**

- A. TENANT VACATE NOTICE:** At least **thirty (30) calendar days** prior to this Agreement's expiration date, as indicated in Section 4, "TERM", Tenant agrees to provide Landlord with an **ADVANCE** written **thirty (30) calendar day** notice to vacate the Premises, by email, fax or hand delivery.
- 1) Surrender the Premises in a good, clean, and sanitary condition to Landlord, normal wear is expected on certain items used routinely.
  - 2) Remove all of Tenant's property, to allow Landlord to conduct a thorough inspection and prepare and submit accounting of Security Deposit.
  - 3) Return all keys, cards, and remotes to Landlord in good workable condition.
  - 4) Transfer or shut off all Utilities (water, electricity, and gas) and pay for any outstanding balances due.
  - 5) Shut off all Services (phone, internet, cable tv, satellite, etc.) and pay for any outstanding balances due.
- B. RENT INCREASE RATE:** [NRS 118A.300] During a holdover on a month-to-month basis, whether authorized or not authorized by Landlord, Landlord is required to provide Tenant with a **written rent increase notice, forty-five (45) days prior to the first rent increase payment**, 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. **E X A M P L E O N L Y**
  - << OR >>
  - 2)  **FLAT RATE:** Tenant shall pay a flat rate of \$ \_\_\_\_\_, to be applied to each month's rent.
  - << OR >>
  - 3)  **FAIR MARKET RENT VALUE:** Tenant shall pay a rent increase based upon a Fair Market Rent Value and that increase difference shall be applied to each month's rent.  
*Example: Fair Market Rent Value \$2,000/month – Current Rent \$1,500/month = \$500 Rent Increase.*
  - << OR >>
  - 4)  **NO INCREASE:** Tenant shall not pay any rent increase.
- 37. ABANDONMENT:** [NRS 118A.450/.480] Landlord will issue a Notice of Abandonment, if Tenant is absent from the Premises for a period one-half ( ½ ) the time for periodic rental unpaid payment, unless Tenant has provided Landlord with a written notice of an intended absence.
- 38. 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.
- 39. 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).
- 40. TENANT PERSONAL INFORMATION:** [NRS 118A.200] Tenant agrees to hold Landlord, Landlord's representatives, and Entities (Attorney, Law Firm, Eviction Company, Process Server and/or Collection Agency) harmless from any liability in relation to the release of any personal information to these Entities.
- 41. MILITARY TENANT:** [NRS 118A.200] Military Tenant: 1) may terminate this Agreement upon giving 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; and 3) Tenant will pay all back rent, late fees, etc. and pay a prorated rent for any days Tenant occupies the Premises past the first (1<sup>st</sup>) day of the month.

- 42. CHANGES:** 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.
- 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.
- E X A M P L E   O N L Y**
- 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 provide Tenant (regardless of the number of Tenants) with one (1) free copy of this Agreement.

**50. RESPA DISCLOSURE OF INTEREST:** [NAC 645.640, 12 USC § 2602(8), 24 C.F.R. § 3500.15(b)] Through the Real Estate Settlement Procedures Act (RESPA), the Owner discloses to Tenant the following:

- A.**  Owner is **NOT** a licensed RE Agent, hence this section does not apply.  
 << OR >>  
**B.**  Owner **IS** a licensed RE Agent.

If you put an "X" in box "B" above, then complete this section.

(RE Agent's name) \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_  
 (list states licensed in) \_\_\_\_\_, and: (choose all that apply, check the box)  
 **DOES** < OR >  Does **NOT** have Principal interest (Property Owner)  
 **DOES** < OR >  Does **NOT** have Family relationship interest (Family member)  
 (name of family member) \_\_\_\_\_  
 **DOES** < OR >  Does **NOT** have Business interest (Officer, Director, Partner, Owner, etc.) with:  
 (name of business) \_\_\_\_\_

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

- **TO TENANT**, at rental property address **OR** at an updated address, if Tenant provides a written updated address to Landlord.
- **TO LANDLORD**, at Landlord's address indicated below:  
 Name: Donald R Duckling Phone: (702) 111-1234  
 Address: 987 Goofy Drive, Henderson, Nv 89100  
 Email: DRDuckling7654@aol.com

**52. REPRESENTATIONS:** [NRS 118A.260] The Agents (Broker/Attorney and/or PM/Agent) involved in this Agreement, until its termination date or until a notice of change is provided to all parties, are:

**A. LANDLORD'S AGENT:**  Landlord is NOT represented by an Agent (skip this section) << **OR** >>

\_\_\_\_\_  
 Broker/Attorney Name License#/Bar#

\_\_\_\_\_  
 Company / Firm Name

\_\_\_\_\_  
 PM/Agent's Name License#

\_\_\_\_\_  
 COMPANY / FIRM STREET ADDRESS, CITY, STATE, ZIP CODE

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**B. TENANT'S AGENT:**  Tenant is NOT represented by an Agent << **OR** >>

\_\_\_\_\_  
 Broker/Attorney Name License#/Bar#

E X A M P L E O N L Y

\_\_\_\_\_  
 Company / Firm Name

\_\_\_\_\_  
 PM/Agent's Name License#

\_\_\_\_\_  
 COMPANY / FIRM STREET ADDRESS, CITY, STATE, ZIP CODE

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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



**SIGNATURES:** [NRS 118A.200] BY SIGNING, the Tenant has read, understands and agrees to all provisions of this Agreement, and Tenant shall receive one (1) free copy (by email, fax, US Mail or hand delivery), after execution by both parties.

**\*\* LANDLORD SIGNATURE BELOW.**

X  
\_\_\_\_\_  
LANDLORD SIGNATURE DATE  
**Donald R Duckling**  
\_\_\_\_\_  
LANDLORD PRINT/SPELL NAME  
PH: **(702) 111-1234**  
\_\_\_\_\_

**\*\* TENANT SIGNATURES BELOW.**

X  
\_\_\_\_\_  
TENANT SIGNATURE DATE  
**Ruby A Martinez**  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: **(702) 123-1234**  
\_\_\_\_\_

E X A M P L E O N L Y

**\*\* CONTINUED TENANT SIGNATURES BELOW.**

X  
\_\_\_\_\_  
TENANT SIGNATURE DATE  
**John T Martinez**  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: **(702) 123-9876**  
\_\_\_\_\_

X  
\_\_\_\_\_  
TENANT SIGNATURE DATE  
**Julie G Brown**  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: **(564) 123-1234**  
\_\_\_\_\_

X  
\_\_\_\_\_  
TENANT SIGNATURE DATE  
**Mark E Brown**  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: **(564) 123-9876**  
\_\_\_\_\_

**54. ATTACHMENTS:** Incorporated into the Agreement are the following addenda/addendum, exhibits and other information.

- A.  Lead Paint Disclosure (If Constructed Before 1978)
- B.  Other: **Property Condition Report**
- C.  Other: \_\_\_\_\_