



A. **CALCULATION FOR RENT:** Amount from Section 13, Item A, "[R] IN LANDLORD'S NAME/INCLUDE IN RENT" \$ \_\_\_\_\_, plus (input monthly rent amount) \$ \_\_\_\_\_ = Total Monthly Rent.

B. **RENT DUE ON** the (input day) [ \_\_\_\_\_ OR \_\_\_\_\_ ] day of every month.  
1<sup>st</sup> thru 15<sup>th</sup> 16<sup>th</sup> thru 30<sup>th</sup>

C. **LAST DAY TO PAY RENT ON** the (input day) [ \_\_\_\_\_ OR \_\_\_\_\_ ] day of every month.  
1<sup>st</sup> thru 15<sup>th</sup> 16<sup>th</sup> thru 30<sup>th</sup>

D. **RENT IS LATE ON** the (input day) [ \_\_\_\_\_ OR \_\_\_\_\_ ] day of every month.  
2<sup>nd</sup> thru 15<sup>th</sup> 16<sup>th</sup> thru 31<sup>st</sup>

E. **FIRST REOCCURRING RENT:** The first normal reoccurring rent payment, past the Section 2, "INITIAL CHARGES", shall begin on (input date) \_\_\_\_\_ .

5. **PAYMENTS:** [NRS 118A.200/.210] Payment received date shall be deemed the date at which Landlord has **PHYSICALLY** received payment, whether via hand delivery, mail, drop box or deposit. Tenant shall make payments via the following method:

A. **PAYABLE TO:** All payments are to be made payable to: (name) \_\_\_\_\_ .

B. **TYPES OF PAYMENTS ACCEPTED BY LANDLORD:** Landlord **ONLY** accepts the following payment types, past the Section 2, "INITIAL CHARGES", for rent, indicated with an "X" marked below: (choose all that apply)

Money Orders,  Cashier Checks,  Cash (hand delivered only)  Bank Bill Pay Checks

Personal/Business Checks,  Credit/Debit Card Payments,  Bank ACH Payments

C. **DELIVERY METHOD OF PAYMENT:** Tenant shall deliver all payments, past the Section 2, "INITIAL CHARGES", by one or more of the following methods: (choose one or more)

1)  **LANDLORD PICK UP RENT:** Tenant will have the payment ready for Landlord pick between the dates indicated in Section 4, Item B, "RENT DUE ON" and Item C, "LAST DAY TO PAY RENT ON".

<< AND / OR >>

2)  **TENANT MAIL OR DELIVER RENT:** Tenant(s) shall Mail or Deliver payment to:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip Code

<< AND / OR >>

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

\_\_\_\_\_, \_\_\_\_\_  
Bank Name Routing Number  
\_\_\_\_\_, \_\_\_\_\_  
Name on Account Account Number

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

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

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 \$ \_\_\_\_\_ x 0.05 = TL MAX Monthly Late Fee \$ \_\_\_\_\_ . ]

<< 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.

**8. INVENTORY:** [NRS 118A.200] It is agreed, understood, acknowledged and accepted that Tenant, along with all occupants, assumes joint responsibility 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 type="checkbox"/> Refrig/Frez Combo<br><i>(S/S, Top/Bot, etc.)</i> | <input type="checkbox"/> Trash Compactor                                    | <input type="checkbox"/> Floor Coverings<br><i>(tile, wood, carpet, etc.)</i> | <input type="checkbox"/> Intercom System  |
| <input type="checkbox"/> Refrigerator ONLY                                | <input type="checkbox"/> Water Filter System                                | <input type="checkbox"/> Window Coverings<br><i>(curtains, blinds, etc.)</i>  | <input type="checkbox"/> Alarm System     |
| <input type="checkbox"/> Freezer ONLY                                     | <input type="checkbox"/> Dishwasher   | <input type="checkbox"/> Garage Door Opener                                   | <input type="checkbox"/> Sprinkler System |
| <input type="checkbox"/> Stove/Oven Combo                                 | <input type="checkbox"/> Washer   | <input type="checkbox"/> Water Condit Equip.                                  | <input type="checkbox"/> BBQ Equip.       |
| <input type="checkbox"/> Stove ONLY                                       | <input 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 type="checkbox"/> Tankless Hot Water Sys                               | <input type="checkbox"/> Solar System     |
| <input type="checkbox"/> Double Oven ONLY                                 | <input 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 type="checkbox"/> Microwave  | <input type="checkbox"/> Smoke Detectors                                    | <input type="checkbox"/> AC Cooling Sys                                       | <input type="checkbox"/> _____            |
| <input type="checkbox"/> Food Disposal                                    | <input type="checkbox"/> CarbMonx Detectors                                 |   | <input type="checkbox"/> _____            |

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

**9. KEYS, CARDS AND REMOTES:** [NRS 118A.200] Tenant shall receive, maintain, 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)*

- |                         |                      |                 |
|-------------------------|----------------------|-----------------|
| ___ Door key(s)         | ___ Pool key(s)      | ___ Other _____ |
| ___ Mailbox key(s)      | ___ 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:** ONLY Landlord has the right to change or replace locks, remotes, etc., because Tenant is only renting a room, and there may be other occupants in the Premises. Tenant must report (by phone, text, email, fax) to Landlord, within **twenty-four (24) hours** from the date of any lost or stolen key, remote, etc. that these items are lost or stolen. Landlord will rekey, or replace ALL keys, cards, and/or remotes for security and safety reasons, and provide all Tenants with **one (1)** new workable key for each new, rekeyed, or changed lock, remote, etc. That expense shall be charged back to Tenant that lost or items were stolen from.

**10. TOTAL ROOM TENANTS/OCCUPANTS:** [NRS 118A.200] Room shall be limited to (input : 0, 1 or 2) \_\_\_\_\_ **Tenant(s)** plus (input number : 0, 1 or 2) \_\_\_\_\_ **Occupant(s)** = Grand Total of (add Tenants + Occupants) \_\_\_\_\_ **Tenants/Occupants** living in the Room. Room and 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) listed below, past the Tenant(s) named above xxxxxxxxxxxxxxxxxxxxxxxxx**

NO other 18 + Yrs Occupant(s), past the Tenant(s), will be living in the Room and 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

**11. GUESTS:** [NRS 118A.200] No guest can remain in the Room and Premises for more than **twenty-four (24) hours, per thirty (30) consecutive calendar days between visits**, without Landlord’s written permission.

**12. 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 Room and Premises.

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

B.  **CURRENT LANDLORD AUTHORIZED PETS:** An additional Deposit (“Pet Deposit”) is required in the amount of \$ \_\_\_\_\_ (based upon the number, type, breed, and size of 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

**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

**C. PET PENALTY:** Tenant agrees to pay an immediate fine of **five hundred (\$500) dollars per unauthorized Pet and Pet MUST be removed from the Room and Premises.**

**D. 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 Room and Premises, whether permission was granted or not.

**13. 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. 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 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.

[ 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.

*“R” Example: (\$35) Utility and Service Flat Fee + (\$500) Rent = (\$535) Total Rent Due for each month.*

Utilities List ( indicate “T”, “O”, “R” beside each utility )

<input type="checkbox"/> Electricity	<input type="checkbox"/> Trash	<input type="checkbox"/> Other _____
<input type="checkbox"/> Gas	<input type="checkbox"/> Sewer	<input type="checkbox"/> Other _____
<input type="checkbox"/> Water	<input type="checkbox"/> Association Fees	

Services List ( indicate “T”, “O”, “R” beside each service )

<input type="checkbox"/> Phone	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Other _____
<input type="checkbox"/> Internet	<input type="checkbox"/> Satellite	<input type="checkbox"/> Other _____

If you put an “R” for any items indicated above, then fill in the section below with the standard flat fee monthly amount for Utilities and Services.

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

**B. 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.

**C. 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.

**D. CONNECTION (START):** Tenant understands and agrees that Utilities and Services, indicated by “T” below will be shut off by Landlord, if Tenant does NOT transfer or connect within **three (3) business days**, from commencement date of this Agreement.

E. **CONNECTION (END):** Tenant agrees to transfer or disconnect Utilities and Services, indicated by "T" above, within **three (3) business days** AFTER vacating Room and Premises.

14. **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.

15. **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.

16. **PESTS:** [NRS 118A.200] Within **thirty (30) days** from commencement date of this Agreement, if the Room and 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.

17. **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.

18. **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 Room and 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.

19. **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.

20. **NO SMOKING:** [NRS 118A.320] Tenant, guests, family members, contractors and anyone else gaining access to the Room and Premises for work, leisure or otherwise is **NOT allowed to smoke inside or close to the Premises.**

21. **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 Room and 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.

22. **ALTERATIONS:** [NRS 118A.320] **Tenant shall make no alterations to the Room and Premises without Landlord's written consent.** If Landlord grants permission then all alterations or improvements made to the Room and Premises shall, unless there is a written agreement between the Landlord and Tenant that states otherwise, become the property of the Landlord and shall be a permanent fixture affixed to the Room and Premises.

23. **MAINTENANCE/EMERGENCY NOTIFICATION:** [NRS 118A.310] Tenant shall keep the Room and 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) \_\_\_\_\_ (phone) \_\_\_\_\_ (fax) \_\_\_\_\_

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

**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)* \_\_\_\_\_ TRASH container(s) provided by waste management.

*(input number)* \_\_\_\_\_ 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).

**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 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.

**F. FILTERS:** [NRS 118A.310] Landlord shall change and/or clean all 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 Landlord's own expense.

**G. SMOKE DETECTORS/CARBON MONOXIDE SENSORS:** [NRS 118A.310] Landlord 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 agrees to provide and maintain a fire extinguisher on the Premises, at Landlord's expense. The fire extinguisher should be serviced annually.

**I. LIGHT BULBS:** [NRS 118A.310] Landlord shall change all light bulbs, no matter whether inside or outside of the 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 own expense.

**J. DRYER LINT SCREEN TRAP AND VENT DUCT:** [NRS 118A.310] Tenant shall clean **Dryer lint screen trap**, after Tenant's use, located in dryer. Landlord shall clean the **Dryer vent duct**, from wall connection to outside wall/roof (every 6 months or annually, depending upon usage), at Landlord's own expense.

**K. LUBRICATION/OIL/GREASE:** [NRS 118A.310] Landlord shall maintain lubrication/oil/grease on any unit, no matter whether unit is inside or outside of the 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 Landlord'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 Landlord, at Landlord's expense.  
<< OR >>  
 landscape is maintained by community or association.  
<< OR >>  
 there is no plant landscape on the property to maintain (concrete, rocks, pavers, etc.).
- O. POOL/SPA:** [NRS 118A.290] There *(choose all that apply)* :
- 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 Premises.  
<< OR >>  
 **IS** a P-Pool/Spa swimming pool, spa, hot/cool tub, jacuzzi, etc. on the Premises AND **Landlord will maintain** the P-Pool/Spa at Landlord'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 C-Pool/Spa swimming pool, spa, hot/cool tub, jacuzzi, etc. in the Community.
- P. CARPET/WOOD/TILE FLOOR CLEANING:** [NRS 118A.310] Landlord will have the carpets, tiles, wood floors cleaned AFTER Tenant vacates the Room and Premises, at Landlord's expense.
- 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:**
- 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.

## 24. 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 Room and Premises at all reasonable times.
  - 1) **24 HOUR NOTICE:** [NRS 118A.330] Landlord shall give Tenant a **twenty-four (24) hour** notification before room entry, except in case of emergency.
- B. **EMERGENCY ACCESS:** [NRS 118A.330] Landlord has the right to enter the Room and Premises, without notice, in case of emergency.

**25. 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. **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. **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.
- F. **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)*

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< 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.
- G. **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.

**26. EVICTION 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.

- 27. 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.

- 28. 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 >
- IS** part of a HOA, CIC, PUD, CD or any other association.

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.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. TENANT VACATE/HOLD OVER/RENT INCREASE.**
- A. **TENANT VACATE NOTICE:** At least **thirty (30) calendar days** prior to this Agreements expiration date, as indicated in Section 3, "TERM", Tenant agrees to provide Landlord with an ADVANCE written **thirty (30) calendar day** notice to vacate the Room and Premises.
    - 1) Surrender the Room and 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 to 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 any Utilities and Services, indicated by a "T", and pay for any outstanding balances due.

**B. HOLDOVER (MONTH-TO-MONTH):** [NRS 118A.470] If Tenant fails to provide a vacate notice, at least **thirty (30) calendar days** prior to this Agreement expiration date, and continues to reside in the Room and Premises without Landlord’s consent, then Tenant shall be deemed as a Holdover Tenant, on a month-to-month basis.

**C. 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.

<< OR >>

2)  **FLAT RATE:** Tenant shall pay a flat rate of \$ \_\_\_\_\_ , to be applied to each month’s rent.

<< OR >>

3)  **ROOM FAIR MARKET RENT VALUE:** Tenant shall pay a room rent increase based upon the following:  
Premises Fair Market Rent Value \$ { / } # of bedrooms = Tenant’s New Room Rent Amount \$.

*Example: Premises Fair Market Rent Value \$2,000/month {divided by number of bedrooms in Premises} 3 Bedrooms = \$666.67 New Tenant’s Room Rent Amount.*

<< OR >>

4)  **NO INCREASE:** Tenant shall not pay any rent increase.

**33. 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.

**34. 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.

**35. 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).

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. ATTORNEY FEES:** In the event of a Court action, the prevailing party shall be entitled to reasonable attorney’s fees and costs, paid by the losing party.

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. COPIES OF AGREEMENT:** [NRS 118A.200] Landlord shall provide Tenant (regardless of the number of Tenants) with one (1) free copy of this Agreement.
- 46. 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 "B" is selected, then complete section below.

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

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- 47. 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: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

A. \_\_\_\_\_  
 \_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES:** [NRS 118A.200] BY SIGNING, the Tenant has read, understands and agrees to all provisions of this Agreement, and Tenant has received one (1) free copy, immediately after execution by both parties.

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

**X** \_\_\_\_\_  
LANDLORD SIGNATURE DATE  
  
\_\_\_\_\_  
LANDLORD PRINT/SPELL NAME  
PH: \_\_\_\_\_

**\*\* TENANT SIGNATURE(S) BELOW.**

**X** \_\_\_\_\_  
TENANT SIGNATURE DATE  
  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: \_\_\_\_\_  
  
**X** \_\_\_\_\_  
TENANT SIGNATURE DATE  
  
\_\_\_\_\_  
TENANT PRINT/SPELL NAME  
PH: \_\_\_\_\_

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

- A.  Lead Paint Disclosure (If Constructed Before 1978)
- B.  Other: \_\_\_\_\_
- C.  Other: \_\_\_\_\_
- D.  Other: \_\_\_\_\_