

Residential Rental Agreement

IN CONSIDERATION of the rent described below and the mutual promises made to each other on this date _____,

_____ (“Landlord”),
by and through his/her/its agent _____ (“Agent”),
rents to _____ (“Resident”)

and Resident hereby rents from Landlord the Premises more particularly described below in accordance with the following terms and conditions.

1.) **The Premises:** Located in the City of _____, State of NV, Zip Code _____ County of Clark, being known as and more particularly described:

- Street Address: _____ Unit # _____,
 Apartment Complex: _____ Apartment No.: _____
 Other Description (Room, portion of above address, etc.): _____

2.) **Term:** The duration of this contract is for _____. The term of this contract commences _____ and expires _____ (date) (Initial Term). Resident may terminate the residency at the expiration of the Initial Term by giving written notice to the other party at least 45 days prior to the expiration date of the Initial Term, however if this notice is prior to contract termination then Resident may still be responsible for unpaid rents unless a new contract is signed by another party. If such written notice is not given and Initial Term has expired, then residency shall:

- Terminate.** Resident must immediately vacate the premises or renegotiate a new Rental Agreement.
 Become Periodic. Residency shall be a _____ to _____ (period) residency upon the same terms and conditions contained herein. An increase of the rents in the amount of \$ _____ will adjoin the new periodic payment.
 Annual Renewal. Rents shall increase, automatically, an amount of 3% or \$ _____ (chose only one) per annual renewal after initial term terminates. This will continue for all successive renewals.

If Resident terminates contract prior to Expiration Date, for any reason, Resident will be responsible for all advertising costs associated with the re-renting of the property. Resident may not sublease this property.

3.) **Rent:** On or before the 1st of each month Resident agrees to pay the sum of \$ _____ rent for the above address. Resident states that he/she expects to have sufficient funds to pay Landlord from the resources mentioned on Rental Application. If Resident is moving into Property other than the first of the month then Resident will pay a proration of said month. First month’s rent will be in the amount of \$ _____. Other additions to rent are as follows:

- | | | | |
|---------------------------------------|----------|-------------------------------------------|----------|
| <input type="checkbox"/> Pet Payments | \$ _____ | <input type="checkbox"/> Utility payments | \$ _____ |
| <input type="checkbox"/> HOA payments | \$ _____ | <input type="checkbox"/> Other | \$ _____ |

Total periodic payment is \$ _____.



Payments are to be made payable to the

Landlord Agent Other _____

Landlord/Agent Phone number is: _____

Mailing / Drop Off address: _____

Or deposited at Bank & Account #: _____

4.) **Late Payment , Returned Check Fees , and Eviction Fees:** If full Periodic Rental Payment is not received by midnight of 5th (day) day of each payment period then Resident shall pay the full Undiscounted Rent, a late fee of (10% of Rent) or \$ _____, and an addition of \$10 per day starting on the first day payment was deemed late. An eviction notice will be sent immediately on the first day past the Grace Period. A notice and legal fee of \$ 150 will be assessed at this time and due immediately with the other late payments to stop the eviction process. The daily payment will continue to be assessed until full payment is received even if evicted, vacated of premises, or any other reason payment was not made. Subsequent rental payments will **NOT** be accepted until back payments and late fees are paid and made current.

If Resident is late more than twice during residency then Landlord has the right to terminate residency giving Resident due notice as stated in Line Item #2 or Landlord may indefinitely increase rents by \$ 25. This will continue for the duration of the agreement and for any extensions. If late more than twice and Landlord opts for the second option then the rents will continue to be increased incrementally for the duration of the agreement and for any extensions of this agreement.

ALL LATE PAYMENTS ARE TO BE MADE USING CERTIFIED FUNDS or CASH. Late fees will continue to be assessed until full payment is made, even if Resident is evicted or has moved out. If Resident has vacated premises without making full payments, then landlord has the right to report delinquencies to credit agencies, file judgments against Resident, and to turn the payments over to a collections agency.

Resident also agrees to pay \$ 40.00 processing fee for each check of Resident that is returned by the financial institution because of insufficient funds or because the Resident did not have an account at the financial institution. If more than one check is returned for any reason, then all subsequent payments must be made with certified funds. All late fees that would be normally attributed for late payments will be immediately assessed.

If payments are delinquent and turned over to a collections agency, Resident will be held responsible for the additional fees that these agencies charge. Due to the costs of collections, possible court costs, costs to file and enact writs the amount owed will be doubled when turned over to collection.

5.) **Resident Security Deposit:** Resident shall deposit with:
 Landlord Agent the sum of \$ N / A , as security deposit.

Upon any termination of the residency herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay:

- (1) Damages sustained by the Landlord as a result of the Resident's nonpayment of rent or nonfulfillment of the Initial Term of any renewal periods, including the Resident's failure to enter into possession;
- (2) Damages to the Premises for which the Resident is responsible;
- (3) Any unpaid bills which become a lien against the Premises due to the Resident's occupancy;
- (4) Costs of re-renting the Premises after a breach of contract by the Resident;
- (5) Court costs incurred by the Landlord in connection with terminating the residency; and
- (6) Damages of the Landlord's Property which may then be a permitted use of the Resident Security Deposit under state laws.



After having deducted the above amounts, the Landlord shall, if the Resident's address is known to him, refund to the Resident, within thirty (30) days after the termination of the residency and delivery possession, the balance of the Resident Security Deposit along with an itemized statement of deductions. If the Resident's address is unknown the Landlord may hold the remaining balance of the Security Deposit for a **3-month period** beginning upon the termination of the residency and delivery of possession by the Resident. If the Resident fails to make demand for the balance of the Resident Security Deposit within this period, the Landlord shall not thereafter be liable to the Resident for a refund of any part thereof of the Security Deposit.

6.) **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

- a. comply with the applicable building and housing codes to the extent required by such building and housing codes;
- b. make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however the Resident shall be liable to the Landlord for any repairs necessitated by the Resident's intentional or negligent misuse of the Premises;
- c. promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Resident in writing of the needed repairs. The Resident shall be liable to the Landlord for any repairs to any facility or appliance necessitated by the Resident's intentional or negligent misuse or improper operation of them.

7.) **Provided Services:** The Landlord will provide the following services. If these are provided then an additional charge, as indicated in Line Item 3, may be added to the rent.

- Number of items checked 1 NO SERVICES PROVIDED

Water Sewer Trash Services Electricity Natural Gas
 Cable Internet Phone Services Long Distance
 Lawn Care Pest Control Pool Maintenance

Resident will be responsible for the payment of all utilities and services not provided or mentioned above.

8.) **Provided Appliances/Other Amenities:** - **The use of the appliances presently in the dwelling is not included in the rent. If the Resident wishes to use the appliances, they agree to assume all responsibility for the care and maintenance.** An additional charge may be added. - Number of items checked _____.

Refrigerator Gas Range Elect. Range Garbage Disposal
 Dishwasher Washer Dryer Deep Freezer BBQ/Grill
 Microwave Trash Compactor Water Purifier/Softener/Conditioner
 Intercom Alarm Sys. Solar Screens Pool/Spa Equipment
 Curtain Rods Curtains Blinds Ceiling Fans
 Other _____

9.) **Keys and Lock Out:** The following keys and/or transmitters will be given to Resident. These must be returned upon vacating of premises. **No locks will be changed without prior permission of Landlord and Landlord given a copy of all new keys.**

2 Door Mailbox Laundry Rm Gate/Transmitter 1 Garage Door Openers
Each metallic key not returned (including duplicates) will be charged **\$ 20.00**. Each transmitter/electronic key not returned will be charged **\$ 60.00**.

A service charge of **\$ 25.00** will be assessed if Landlord must assist Resident in re-entering unit if a call is made between the hours of 9:00 A.M. - 5:00 P.M. (Monday through Friday, excluding holidays). A service charge of **\$ 50.00** will be assessed if Landlord must assist Resident for times outside the above or during weekends or nationally recognized holidays. If a key must be replaced there will be a charge of **\$ 20.00** plus the lock-out service fee.

10.) **Rules and Regulations:** The Resident, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing Rules and Regulations. Landlord reserves the right to make changes to the existing Rules and Regulations to adopt additional reasonable rules and regulations from time to time,



provided however, such changes and additions shall not alter the essential terms of this contract or any substantive rights granted hereunder and shall not become effective until **thirty (30) days'** written notice thereof shall have been furnished to the Resident. A copy of the existing Rules and Regulations is attached hereto and the Resident acknowledges that he has read them. The Rules and Regulations shall be deemed to be part of this contract giving to the Landlord all the rights and remedies herein provided.

11.) Pets:

Resident shall not keep or harbor in or about the Premises any animals or pets of any kind including, but not limited to, dogs, cats, birds, marine animals, and any exotic animals. If a pet is found on the premises then this will be considered either a breach of contract or a pet fee stated below will be paid or the pet will be removed from premises.

Resident may, upon the payment to Landlord of the sum of \$ _____ as a non-refundable pet fee, keep as a pet the following: _____. In the event that a pet is permitted Resident agrees to reimburse Landlord for any primary or secondary damages caused thereby, whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties. In addition, a rental rate for a pet will be in the amount of \$ _____ which shall be paid at same time as regular rents.

12.) Permitted Occupants: The Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than Resident and the following named persons:

| NAME: | RELATION: | AGE: |
|-------|-----------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If persons not listed above occupy the Premises, an additional **\$ 150.00** will be charged for each occupant during each month or fraction of the month. Short term visits by relatives or guest may not exceed seven days without written permission of Landlord, otherwise the additional charge will be assessed.

13.) Rental Application: Resident acknowledges that the Landlord has relied upon the Application for residency of this property. Falsified information on the application shall be considered a breach of this agreement and Landlord can collect associated damages.

14.) Resident's Default: In the event the Resident shall:
a. fail to pay the rentals herein reserved as and when they shall become due hereunder; or
b. fail to perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Resident with written notice of such failure,
then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, as its option and with or without notice to the Resident, terminate this contract.

15.) Assignment: The Resident shall not assign this contract or sublet the Premises in whole or part.

16.) Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Resident, the Landlord may, at his option, immediately terminate the Residency, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code and the order of any court having jurisdiction thereunder.



17.) **Form:** The Landlord and Resident hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The following rules shall apply:

- (1) any additions to this contract shall supersede this contract when there is an inconsistency between them;
- (2) paragraph heading are used only for convenience of reference and shall not be considered as a substantive part of this contract;
- (3) words in the singular shall include the plural and the masculine shall include the feminine and;
- (4) the invalidity of one or more provisions of this contract shall not affect the validity of any other provisions hereof and this contract shall be construed and enforced as if such invalid provision(s) were not included.

18.) **Resident Inspection of Premises:** Resident has the right to inspect the Premises prior to occupying the Premises. Resident will report to Landlord the condition of the Premises in writing within 30 days of occupancy. This form is only a statement as to the condition of the property at initial occupancy and is not to be used as a grievance list. If Resident decides to vacate the premises the Landlord will conduct a move-out inspection. Any damages above and beyond normal wear and tear not mentioned on this list will be charged to the vacating Resident.

19.) **Lead Based Paints:** If the Premises were built prior to 1978 Resident is being made aware that there may be Lead Based paint. Landlord will not be held responsible for any health conditions that may result.

20.) **Maintenance Deductible:** Resident shall be responsible for any minor or cosmetic repairs as necessary to the Property up to an amount of \$ ALL. Resident also agrees to pay for all repairs, replacements and maintenance required by Resident's misconduct or negligence or that of Resident's family, pets, 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. At Landlord's option, such charges shall be paid immediately or be added to the next rental payment.

21.) **Waiver / Enforcement:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. Any failure by Landlord to enforce the terms of this Contract shall not constitute a waiver of said terms by Landlord.

22.) **Pool / Spa Waiver:** It is advisable that Resident take all necessary precautions to protect themselves, their children and any guests when at or near the pool/spa areas. Resident is aware of the possible dangers, accidents or even possible death that could occur in or around pool/spa areas. Landlord, and his reps, will not be liable for any injury, accidents or death of Resident or any other persons in or around pool/spa areas.

23.) **Counterparts:** This contract is executed in the following additional counterparts/addendums:

24.) **Mediation:** Before any legal action is taken to enforce any term or condition under this agreement, the parties agree to engage in mediation. If legal recourse is required by either party to settle any dispute regarding to this agreement, the prevailing party is entitled to reimbursement of all associated costs, including attorney fees, for this effort.

25.) **Binding Effect:** This agreement shall be binding upon the parties hereto, their heirs, successors, and legal representatives.

RESIDENT

LANDLORD / AGENT

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Date: _____

Date: _____

