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RESIDENTIAL LEASE AGREEMENT

- 1) This Lease Agreement ("Lease") is entered by and between **REALTY BOULEVARD** ("Landlord"), with
 - 1) ("Tenant") 2) ("Tenant")
 - ("Tenant") 4) ("Tenant")

and ("Owner"). Landlord, Owner and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

	Amount
Prorated Rent	
Rent	
Security Deposit	
Pet Fee	
Concession	
Other	
Pet Deposit	
Total Amount Due Prior To Move In	

2) LEASED PREMISES; TERM OF LEASE; ETC.

a. LEASED PREMISES. Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at:

"Premises") to Tenant.

- **b. RENEWAL TERM.** Tenant shall have the right, exercisable as hereinafter provided, to extend the term of this Lease for one successive period of <u>12 months</u> (the "Renewal Term") upon the same covenants, terms and conditions as those provided in the Lease for the Lease Term, except for the rent increase as determined pursuant to Section 2.F. If Tenant desires to preserve the right to extend the Lease Term for a Renewal Term, Tenant shall give Landlord a written notice no later than 30 days before the end of the Lease Term.
- c. ORIGINAL TERM. This Lease shall commence on _____ and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on _____ (the "Lease Term") for the total amount of rent being \$ (Dollars and Zero Cents)
- **d. NOTICE OF INTENT TO VACATE.** Tenant shall provide a written notice of intention to vacate not less than 30 days prior to the expiration of the term of this Agreement. In the event Tenant fails to provide such notice, Tenant shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by Landlord, rent shall increase by 10% (*ten percent*).

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- e. TERMINATION: Upon termination of the tenancy, Tenant shall surrender and vacate the Premises and shall remove any and all of Tenant's personal property. Tenant shall return keys, personal property and Premises to the Landlord in good, clean and sanitary condition, normal wear expected. Tenant will allow Landlord to inspect the Premises in the Tenant's presence to verify the condition of the Premises. The premises will be considered vacant when Landlord received the keys from Tenant. If keys are not turned in within 24 hours of the expiration of the Lease Term, Tenant will be charged Rent until keys are returned. Should Tenant vacate prior to the expiration of the lease term, it shall be considered a breach of this Agreement as defined in this contract. Tenant shall give Landlord a notice no later than 30 days before desired move out date. Landlord will charge Tenant a lease break fee of <u>One half of one months</u> <u>full rent or \$500.00</u>, whichever is greater. (Paid to Realty Boulevard) in addition to any vacancy time during the remainder of the lease term.
- f. HOLDOVER. If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental a monthly rental rate of *(for the construct of cents)* unless otherwise agreed by the parties in writing; provided, however, that nothing in the foregoing provisions of this Agreement shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) day notice by either party, or on longer notice if required by law.
- **g. OCCUPANTS OF PREMISIS.** Tenant agrees that no more than () person(s) may reside on the Premises, unless Tenant has received the prior written consent of the Landlord. The following are the names of those authorized to reside on the Premises:

1)	2)	3)	4)
5)	6)	7)	8)
5)	6)	7)	8)

- **h. MULTIPLE OCCUPANTS.** In the event of default by any one Tenant signatory, each and every remaining Tenant(s) signatory shall be responsible for timely payment of rent and all other provision of this Agreement.
- i. ASSIGNMENT. Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, under letting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, under tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

3) RENT PAYMENTS; LATE FEES.

RENT. Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of \$0.00 (Dollars and Zero Cents) ("Rent") each month in advance on the first day of each month. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly.

- **b. MANNER OF PAYMENT.** The Rent, and all other sums payable by Tenant to Landlord under this Lease, are payable to: **REALTY BOULEVARD** and shall be payable in lawful money of the United States of America and shall be mailed or submitted to **500 Ryland Street Suite 300C Reno, NV 89502**.
- **c. LATE FEES.** If any amounts due under the Lease are more than 3 days late, Tenant agrees to pay a late fee of **\$50.00** (*Fifty Dollars*) and a **\$10.00** (*Ten Dollars*) fee for each day rent is unpaid. Landlord is entitled to make demand for any unpaid rents or previous due amounts on the second day of the rental period. Any and all fees incurred to collect rent will be due and payable as the next month's rent.
- **d. INSUFFICIENT FUNDS.** Tenant agrees to pay the charge of **\$25.00** (*Twenty Five Dollars and Zero Cents*) for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds and late charges from the beginning of the month until the dishonored check is paid.
- e. RENT INCREASE FOR RENEWAL TERM. Tenant agrees that Landlord is permitted to increase the amount of Rent during the Renewal Term in his sole discretion. Such increase shall not exceed an increase of more than **10%** (*Ten percent*).
- f. SECURITY DEPOSIT. On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$0.00 | (Dollars and Zero Cents) (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.
- **g. RETURN OF DEPOSIT.** In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant within 30 days after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord. If tenant fails to give a forwarding address to Management this will cause a delay in refund. Landlord will send remainder of said deposit to the tenants last known address. Tenant is responsible for handing in all keys the date of move out, Tenant will be charged rent until all keys are returned.
- **h. TRANSFER OF SECURITY:** In the event of a bona fide sale, subject to this Agreement, the Landlord shall have the right to transfer the Security Deposit to the vendee for the benefit of the Tenant, and the Landlord shall be considered released by the Tenant from all liability for the return of said Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to a new Landlord.
- i. CLEANING. Upon vacating, Tenant, at Tenant's expense, is to have Property and carpets professionally cleaned by a company mutually agreed upon by Landlord and Tenant. Tenant will leave Premises in the same condition or better than when they initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings, walls, ceilings, windows, base boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is not left in the same condition or better than when it was initially occupied, a prorated daily rent may be charged to Tenant while Premises is being restored to the initial condition. This rent will be equal to the amount charged at the time of the last full month of occupancy.

j. RE-KEYING. The Tenant is responsible, at Tenant's expense, from Security Deposit for payment of rekeying, to all exterior doors upon vacating the Premises.

4) QUIET ENJOYMENT; RULES; REGULATIONS.

- **a. QUIET ENJOYMENT.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.
- **b. RULES AND REGULATION.** Tenant will be comply will all statutes, ordinances and requirements of any municipal, state and federal authorities having jurisdiction over the premises. Tenant has a right to display the US Flag in accordance with NRS 118A.325. Tenant acknowledges receipt of and agrees to abide by all applicable CC&R's and/or Rules & Regulations and agrees to reimburse Management for any charges, expenses, fees, fines and all other costs incurred by Management for any failure to abide by above.
- **c. PUBLIC NUISANCE.** It is a misdemeanor to commit to maintain a public nuisance or to allow any building or boat to be used for public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, may be guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulation may be reported to the responsible government entity.
- **d. DRUG FREE HOUSING.** The Tenant or invitees are prohibited for the use, storage, sale and manufacturing of any illegal substance.
- e. EVENT OF DEFAULT. If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written seven (7) day notice upon Tenant specifying the nature of said default and upon the expiration of said seven (7) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or declare Tenant in default and terminate the Lease.
- f. PHYSICAL REMEDIES; FINANCIAL REMEDIES. If the proper legal notice has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end. In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; Landlord may re-let the Premises or any part or parts thereof; and/or Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises

during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

5) INSPECTION.

- **a. MOVE-IN INSPECTION OF PREMISES.** Move in inspection checklist and pictures will be completed prior to or on day of move in. Tenant or Tenant's agent will inspect the Premises, the fixtures, the grounds, building and improvements and will only accept possession of the Premises if Tenant acknowledges that the Premises is in good, habitable and acceptable condition. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord. No defect in the Premises, improvements or equipment shall constitute grounds for offset, abatement or reduction of rent.
- **b. RECURRING INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements therein, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twentyfour (24) hour notice shall be deemed reasonable. While conducting inspections Tenant will be responsible for making sure every room is unlocked and Landlord's agent is able to enter the premises safely.

6) THE PREMISES; POSESSION; TREATMENT; ETC.

- a. **POSESSION AND SURRENDER.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.
- **b.** USE OF PREMISES. **Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.**
- c. DANGEROUS MATERIALS. Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.
- **d. SMOKING.** The Tenant understands that the premises is a smoke-free environment and agrees to keep the entire indoors of the house smoke-free. If Property is located in a multi-family dwelling, Tenant will be courteous to surrounding units and not smoke at or near other unit windows, doors, etc. Tenant also agrees to inform guests about this rule and shall only permit smoking outside.

- e. ALTERATIONS AND IMPROVEMENTS. Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain on the Premises at the expiration of the Lease, unless otherwise agreed in writing. Tenant shall not paint or otherwise redecorate or make alteration's to the Premises without prior written consent of Landlord.
- f. UTILITIES AND SERVICES. Tenant will be responsible for all utilities and services required on the Premises. *Tenant to provide proof that all required utilities have been transferred into their name prior to receiving keys to the property.* Tenant will not be responsible for having the Sewer bill transferred into their name. If applicable, Tenant acknowledges that they will be billed quarterly. *Tenant shall not waste or cause excessive use of any utility supplies paid for by the Landlord. Tenant agrees to have the utilities on at all times during their tenancy. Tenant also agrees and understands that if they have the utilities turned off due to non-payment, or is deemed to have excessive use of utilities; this may be grounds for an eviction under this agreement.*

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Utility Company	Contact Number	Owner	Tenant	N/A
Gas/Electric: NV Energy	(775) 834-4444			
Water: Truckee Meadows	(775) 834-8080			
Water: Washoe County	(775) 954-4601			
Trash: Waste Management	(775) 329-8822			
Sewer: City of Reno	(STAYS IN OWNER NAME)			
Sewer: City of Sparks	(STAYS IN OWNER NAME)			
Oil : Allied Washoe	(775) 323-3146			
Oil : Crystal Oil	(775) 323-5145			

- h. MAINTENANCE AND REPAIR. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean, sanitary and habitable condition and repair during the term of this Lease and any renewal thereof, including all equipment, appliances, light bulbs, air filters, smoke detectors and is responsible for pest control within the premises. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment, plumbing, heating, etc. Landlord will use their best efforts to repair or replace any such damaged or defective area, appliance or equipment. Any damages caused by the Tenant noncompliance with these provisions shall be the sole responsibility of the Tenant. Tenant is responsible for cleaning the fireplace/woodstove and chimney(s) at least once each burning season. Tenant will not try to make any repairs on the property or appliances. In doing so may result in property warranty being canceled. Tenant is responsible and agrees to pay for damage done by weather related damage to appliances, carpeting, or the Premises in general actions due to the failure to act by Tenant or guest of Tenant. Tenant is solely responsible for snow and ice removal on the premises. *Tenant shall maintain the thermostat at 55 degrees or more during the winter months to prevent freezing and shall change furnace filters on a regular basis.*
- i. **MOLD.** Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water. Use the

exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner. Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the premises or fails to maintain the premises in a clean condition, Tenant will be creating an environment that could result in mold growth. Tenant agrees to notify Landlord immediately of any sign of a water leak, excessive or persistent moisture or any condensation sources in the premises or in any storage room or garage leased to Tenant, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows.

j. LANDSCAPING. Tenant's obligations under this Section includes, but is not limited to, all routine maintenance for all portions of the Premises Tenant is responsible in turning off and draining, and turning on of water sprinkler system if installed in the Fall and Spring months. Tenant shall also be responsible for detaching hoses from hose bibs during the fall. Tenant shall irrigate, maintain and fertilize, any grounds included in the Premises, including but not limited to lawns, and shrubbery, if they are for the tenants exclusive use. Landlord providing landscaping is not to be construed as a waiver of any responsibility of the Tenant to keep and maintain the landscaping.

Owner \Box **Tenant** \Box **Other** \Box **N/A** \Box (See attached Landscaping Addendum if Landscaping is included in the rent)

- 7) DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises. Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.
- 8) ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 30 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

9) VEHICLES. All Vehicles operated by Tenant must be registered with Management. Only vehicles maintained in operational conditions and properly licensed may be parked in the approved area. Unauthorized vehicles may be towed by Management at Tenants expense. Tenant may park no more than (0) vehicles in the approved areas and on the Premises at any one time. Tenant shall not conduct nor permit any work on vehicles on the premises unless otherwise approved with Landlord. Management is not responsible for damage or theft while vehicles are parked in the approved areas on the premises.

Make	Model	Year	Plate

10) PETS. A Pet Fee of \$0.00 (Dollars and Zero Cents), of which \$0.00 (Dollars and Zero Cents) is nonrefundable. This will be required prior to receiving keys to the Premises. This fee does not limit the Tenants liability(s). Tenant agrees that no pet shall be brought on the premises by the Tenant or guests without Landlords prior written consent. Tenant will be responsible in providing Landlord pictures of each pet at the premises. Tenant agrees that Landlord has the right to revoke or amend this Agreement with written notice to the Tenant in accordance with Nevada Law. Tenant agrees to remove pet if pet becomes a nuisance or disrupts the right of other Tenants or surrounding neighbors. Any pet shall be on a leash at all times when outside of the premises and supervised by a responsible person. Do not tie or chain pet to any trees, bushes, fences, posts or other areas outside of the premises. All waste is to be picked up by the Tenant on a regular basis and prior to the move out inspection.

Name	Breed	Sex	Weight	Age

11) KEYS. Tenant will be given key(s) to the Premises, entrance doors. Tenant needs to take a copy of the Lease to the local post office in order to obtain mailbox keys. Tenant shall be charged if all keys are not returned to Landlord following termination of the Lease. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitted entry. Upon vacating, the premises will be considered vacant when Landlord received the keys from Tenant. If keys are not turned in within 24 hours of the expiration of the Lease Term, Tenant will be charged Rent until keys are returned.

KEYS PROVIDED TO TENANT AT MOVE-IN AND REQUIRED AT MOVE-OUT			
<u>Quantity</u>	Type of Key Replacement Amount for Each Key		
	House	\$10.00	
	Mail	\$40.00	
	Garage Opener	\$100.00	
	Amenity	\$150.00	

Realty Boulevard - Lease Agreement

500 Ryland Street Suite 300C Reno, NV 89502 (775) 622-1445 Fax (775) 622-1227

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Tenant(s) Initial

12) MISCELLANEOUS.

- **a. EXTENDED ABSENCES.** In the event Tenant will be away from the Premises for more than <u>14</u> consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.
- **b. GUESTS**. Guests shall not stay more than <u>14</u> days in the calendar year without prior written consent of Landlord, failure to do so will result in a breach of contract.
- c. SECURITY SYSTEM. Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security. If Tenant would like a Security System installed they will need prior approval from the Landlord. In the event of such approval the system is to be professionally installed. Tenant further agrees to notify Landlord in writing with a code and instructions on how to arm and disarm such alarm in case of emergency entry.
- **d. DISPLAY OF SIGNS.** Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises, and may enter the Premises for the purpose of showing the property to prospective buyers and tenants. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.
- e. LIQUID FILLED FURNITURE. Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds and fish tanks, on the Premises, without the prior written consent of Landlord.
- **f. EQUAL HOUSING OPPORTUNITY.** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
- g. SATELLITE DISH. Tenant will need written consent from Landlord prior to installing a Satellite Dish.
- **h. INSURANCE.** Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.
- i. **RENTERS INSURANCE.** The tenant is advised to purchase insurance covering their own personal property and/or injury. Tenant shall add Landlord as an additional insured. Landlord is not responsible for Tenant's personal property or injury not actually or proximately caused by Landlord. Tenant's personal property is not insured by the Owner or Landlord.
- **j. AGREEMENT SUBORDINATE TO MORTGAGE:** This instrument shall not be a lien against the Premises with respect to any mortgage that hereafter may be placed against the Premises, and the recording of such mortgage or mortgages shall have preference and precedence, and be superior and prior in lien to this Agreement, irrespective of the date of recording, and the Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further affect the

Tenant(s) Initial

subordination of this Agreement to any such mortgage or mortgages, and a refusal to execute such instruments or estoppel certificate shall entitle the Landlord, at its sole discretion, to cancel this Agreement without incurring any expense or damage, and the Term hereby granted is expressly limited accordingly.

k. CONDEMNATION: Should the land or buildings, of which the Premises are a part, or any part thereof, be condemned for public use, this Agreement, at the option of the Landlord shall expire at the time the condemner requires the Premises to be vacated, and the rent shall be pro-rated as of said date. No part of any award, however, shall belong to the Tenant.

13) GOVERNING LAW; AGREEMENT; RIGHTS; ETC.

- **a. NEVADA LAW TO APPLY**. Nevada law shall apply to the interpretation and enforcement of this Agreement.
- **b. APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed by the laws of the State of Nevada. If any part of this Agreement shall be declared invalid or unenforceable, for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
- c. NO OTHER REPRESENTATIONS. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements. This Lease may be modified in writing and must be signed by both Landlord and Tenant.
- **d. RIGHTS CUMULATIVE; NO WAIVER.** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in the Agreement, shall not be constructed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in the Agreement may be exercised from time to time and as often may be deemed expedient by the party exercising such right or remedy.
- e. INDEMNIFY AND HOLD HARMLESS. To the extent permitted by law, Tenant will indemnify and hold Landlord, Landlord's property, Owner and Broker, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.
- **f. AGREEMENT TO MEDIATE.** All parties agree to engage in mediation through the Reno Sparks Association of Realtors prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorney's fees to be determined by the court or arbitrator.

- **g. BINDING EFFECT.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- **h. EXCEPTION.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.
- i. NOTICES. Any written notice to Owner or Broker required under this Agreement shall be addressed as follows or at any different address which the parties may later designate for this purpose and shall be emailed or faxed and sent by regular mail, and shall be deemed received five business days after deposit into the United States mail.
- **j. EMERGENCY CONTACT**. In the event of an emergency situation (fire, flood, etc.), Tenant is hereby instructed to first call 911 and then call the Landlord immediately at:

(775) 622-1445 ext. 17

k.

1. ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT

Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
Duties Owed by a Nevada Real Estate Licensee
Duties Owed by a Nevada Real Estate Licensee

Rental Concession Addendum

□ Foreclosure/Short Sale Disclosure Co-Signer Addendum

□ Landscaping Addendum □ Swimming Pool/Hot Tub Addendum □ Miscellaneous Addendum □ Hold Fee Addendum □ Other _____ **WITNESS WHEREOF**, the parties have caused this Lease to be executed the day and year first above written.

All persons signing on behalf of the Tenant, if more than one, are bound, jointly and severally, by the terms of the Agreement. The Tenant hereby acknowledges receipts of a complete copy of this Agreement.

TENANT:		TENANT:	
Print Name		Print Name	
Signature	Date	Signature	Date
		Print Name	
Print Name		Signature	Date
Signature	Date		
		-	
		REALTY BOULEV	ARD:
		500 Ryland Stree	et Suite 300C
		Street Address	
		Reno, NV 89502	
		City/State/Zip	
ANDLORD:		775-622-1445	775-622-1227
		Telephone	Fax
mber Fuller- Realty Bouleva	rd Date	www.RealtyBLVI).net
		Website	

Tenant(s) Initial