DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

a) Each party for whom the licensee is acting as an agent in the real estate transaction, and

b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the	e real estate transaction is	Jenni McI	Kenna
whose license number is	29819 . The licer	nsee is acting for [client's name(s)]	
		who is/are the	Seller/Landlord; 🔀 Buyer/Tenant.
Broker: The broker is		Jenni McKenna	, whose
company is	МсКе	enna Property Management	·

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- 1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- 2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- 3. Disclose to each party to the real estate transaction as soon as practicable:
 - a Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
- 4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- 1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
- 2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- 3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- 4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- 5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- 6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- 7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties: You understand that the licensee _____ may or _____ may or _____ may not, in the future act

for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt o	I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
Seller/Landlord McKenna Property Management	Date	Time	Buyer/Tenant	Date	Time	
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time	

McKenna Property Management	2230	Corporate Cir #250	Henderson, NV 89074
Phone: (702)274-1301	Fax:	702.939.0073	Jenni McKenna

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RESIDENTIAL LEASE AGREEMENT

for



			(Property Ad	dress)		
1	1.	This AGREEMENT is entered into this _	day of	of	,	between
2	M	cKenna Property Management	, ("LANE)LORD") legal owne	er of the property	through the Owner's
3	BF	ROKER, Jenni McK	enna	, ("BRC	OKER") and	-
4 5 6		Tenant's Name:		Tenant's Name:		
7 8		Tenant's Name:		Tenant's Name:		
9 10	(C0	ollectively, "TENANT"), which parties hereb	by agree to as fo	ollows:		
11 12	2.	SUMMARY: The initial rents, charges an	•			
13 14			Total Amount	Received		alance Due rior to Occupancy
15	Re	ent: From, To	\$	\$	\$	
16	Se	ecurity Deposit	\$	\$\$	\$.	
17 19		ey Deposit Imin Fee/Credit App Fee (Non-refundable)	\$	100 00 ^{\$}	\$. د	100.00
		et Deposit	\$	100.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Υ. 	100.00
		eaning Deposit	\$	\$	\$`	
		st Month's Rent Security	\$	\$	\$`	
22	CI	C Registration	\$	\$	\$	
		ility Proration	\$	\$	\$	
		ewer/Trash Proration	\$	\$	\$	
25	Ot	her	\$	\$ \$ \$ 100.00 \$ 100.00 \$	\$	
26	Οl		\$	\$	\$	
27	O		\$	\$	\$.	
28	O		\$	\$	\$.	
29	- 10	JIAL	\$	100.00 \$	\$ _.	100.00
30	(A	ny balance due prior to occupancy to be	e paid in CERT	IFIED FUNDS)		
31 32	3.	ADDITIONAL MONIES DUE:				
33 34						
35						
36	4.	PREMISES: Landlord hereby leases to T			s from Landlord,	, subject to the terms
37		and conditions of the lease, the Premises kn				
38			co	nsisting of <u>a I</u>	l attached	("the Premises").
39	_					
40	5.	TERM: The term hereof shall commence of , for a t thereafter, until either party shall termina	m			_ and continue until
41		, for a t	otal rent of \$, then on a r	nonth-to-month basis
42		thereafter, until either party shall termina	ate the same b	y giving the other	party thirty (30)	days written notice
43		delivered by certified mail (all calculation ba	ased on 30 day	month).		
44 45	c		the rate of th		in otherses	an that tot day
45	0.	RENT: TENANT shall pay rent at the mor	liniy rate or φ_			on the <u>ist</u> day
46 47		of every month beginning the of <u>5th of month</u> . There is no grace	hay of	dolinguont it must l	,	and delinquer it alter
47 48		There is no grace				
υ	Ro	sidential Lease Agreement Rev. 9/09	andlord	Tenant	Те	enant
		ge 1 of 9				enant
		2009 Greater Las Vegas Association of REALTORS®)	Property:		
	Kenna ni McK	Property Management 2230 Corporate Cir #250 Henderson, NV 89074 enna Produced with ZipForm® by zipLo	gix 18070 Fifteen Mile Ro	— Phone: (702)274-13 ad, Fraser, Michigan 48026 www		173 Blank lease

7.	PLACE OF PAYMENTS: TENANT shall make all payments payable to	McKenna Property Mgmt
	and shall mail such payments to: 2230 Corporate Cir #250 Hend	Nv 89074

and on an man odom paymonto to: <u>EEGG GOT por ato OT</u>			
	or	may	hand deliver such payments to
same		-	during normal business hours.
			- •

8. ADDITIONAL FEES:

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18 19 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 50.00 plus \$ n/a per day for each day after _5 days that the sum was due.

B. DISHONORED CHECKS: A charge of \$ <u>100.00</u> shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

20 C. ADDITIONAL RENT: All late fees and dishonored check charges shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All 21 22 unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, 23 utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning 24 of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the 25 initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the 26 right to exercise any other rights and remedies under this Agreement or as provided by law. 27

28 29 9. SECURITY DEPOSITS: Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 2. TENANT shall not apply the Security Deposit to, or in lieu of, 30 31 **rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement. 32 Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of 33 34 termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD 35 shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty 36 (30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. 37 38

- 39 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset 40 administration and bookkeeping fees.
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 42 11. EVICTION COSTS: TENANT shall be charged an administrative fee of \$ <u>35.00</u> per eviction attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal notices and all related fees according to actual costs incurred.
- 46 12. CARDS AND KEYS: Upon execution of the Agreement, TENANT shall receive the following:

47	Door key(s)	Garage Transmitter(s)	Other(s)
48	Mailbox key(s)	Gate Card(s)	Other(s)
49	Laundry Room key(s)	Gate Transmitter(s)	Other(s)

50 Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. 51 The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or 52 Landlord's BROKER.

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1 2 3 4 5	13.	CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.
6 7 8 9	14.	OCCUPANTS: Occupants of the Premises shall be limited to persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:
10 11 12 13 14	15.	GUESTS: The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 10 days.
15 16 17 18 19 20 21	16.	UTILITIES: LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner: Electricity T Trash T Other Other Gas T Sewer T Other Other Water T Septic Association Fees O
22		a TENANT is responsible to connect the following utilities in TENANT'S name: All
23 24 25		b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: Sewer may have to remain in owners
26 27 28 29 30 31 32 33		 name. c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets. d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith. e. Other:
34 35 36 37 38 39 41 42 43	17.	PEST NOTICE: TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at www.agri.nv.gov.
43445464748495055253	18.	PETS: No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

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- damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written
 permission was granted.
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- 4 19. RESTRICTIONS: 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 except as
 follows: _______.
 - TENANT shall not conduct nor permit any work on vehicles on the premises.

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- 9 20. ALTERATIONS: TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.
- 15 21. DEFAULT: Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT.
 20 LANDLORD may pursue any and all legal and equitable remedies available.
- 22 22. ENFORCEMENT: Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a
 23 waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be
 24 construed to waive any right of LANDLORD or affect any notice of termination or eviction.
- 26 23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT's intention to vacate the
 27 Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to
 28 LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement.
 29 In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event
 30 TENANT fails to provide such notice. TENANT shall be deemed to be holding-over on a month-to-month basis
 31 until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by
 32 10.000 %.
- 24. TERMINATION: Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.
- 25. EMERGENCIES: The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: McKenna Property Management 2230
 Corporate Circle #250 Henderson, Nv 89074 (702)434-4663
- 43 26. MAINTENANCE: TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. 44 45 TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the 46 costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the 47 . TENANT agrees to pay for all repairs. 48 Premises up to and including the cost of \$ 50.00 replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, 49 50 licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows 51 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 regarded as additional 52 rent to be paid no later than the next monthly payment date following such repairs. 53 54

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a TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

e. TENANT _____ shall -OR- _____ shall not have carpets professionally cleaned upon move out. If cleaned, TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning company.

f. There ____ is -OR- ____ is not a pool contractor whose name and phone number are as follows: _____

If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein as requested by LANDLORD, and for BROKER's periodic maintenance reviews. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

40 28. INVENTORY: It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)
 42

43 44 45 46 47 48 49 50 51 52 53	Refrigerator Stove Nicrowave Disposal Dishwasher Nasher Dryer TENANT assumes response	Intercom System Alarm System Trash Compactor Ceiling Fans Water Conditioner Equip. Floor Coverings Window Coverings nsibility for the care and maintenanc	Spa Equipment Auto Sprinklers Auto Garage Openers BBQ Solar Screens Pool Equipment Other e thereof.		
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29. ASSOCIATIONS: Should the Premises described herein be a part of a common interest community, homeowners 1 2 association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) 3 4 of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by 5 himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation 6 of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an 7 addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's 8 9 expense, shall provide TENANT with any additions to such Governing Documents as they become available. 10 LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any) [][][11

- 12 30. INSURANCE: TENANT __ is -OR- __ is not required to purchase renter's insurance. LANDLORD and BROKER shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that TENANT purchase renter's insurance.
- 31. ILLEGAL ACTIVITIES PROHIBITED: TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

28 32. ADDITIONAL RESPONSIBILITIES:29

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a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises ____have -OR- ____have not been freshly painted. If not freshly painted, the Premises ____have -OR- ____have not been touched up. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

- d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than ______5
 business days of vacating the Premises.
- 46 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and
 47 provides LANDLORD with a workable key for each new or changed lock.
 48
- f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will

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- notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)
- g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a
 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to
 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.
- h. TENANT may display political signs subject to any applicable provisions of law governing the posting of
 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing
 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches
 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in
 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may
 not exhibit more than one political sign for each candidate, political party or ballot question.
- 33. CHANGES MUST BE IN WRITING: No changes, modifications or amendment of this Agreement shall be valid
 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes
 shall take effect after thirty days notice to TENANT.
- 21 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.
- ATTORNEY'S FEES: In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.
- 36. NEVADA LAW GOVERNS: This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.
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- 32 **37. 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.
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 35 38. PARTIAL INVALIDITY: 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.
- 39 39. VIOLATIONS OF PROVISIONS: 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.
- 40. SIGNATURES: The Agreement is accepted and agreed to jointly and severally. The undersigned have read this
 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a
 copy of this Agreement.
- 48 41. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,

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49	is a licensed real estate agent in the State(s) of	, and has the following interest, direct
50	or indirect, in this transaction: Principal (LANDLORD or TENANT)	-OR- family relationship or business
51	interest:	
52		
53		

Tenant	Tenant
Property:	

1	42.	CONFIR	MATION	OF REPRI	ESENTATION	N: The Agen	its in th	this transaction are:	
2 3		Tenant's l	Broker:			Agen	t's Nan	ame:	
4		Address [.]					13 Null	ane	-
5		Phone:			Fax:		Email:	ail:	—
6		License #	-						-
7									
8		Landlord'	s Broker: <u>J</u>	enni McK	Kenna	Ager	nt's Nar	lame:	
9		Address:	2230 Cor	porate C	ir #250. Hen	derson. N	IV 89	89074	
10		Phone: (7	702)434-4	663	Fax: (702)9	39-0073	Email:	il: jenni@Mckennateam.com	_
11		License #	<u>29819</u>	00417	1				
12			-			_			
13	43.							given or served upon any party hereto in connection	'n
14		with this A	Agreement	must be in	writing and ma	uled by certif	icate c	e of mailing to the following addresses:	
15). Ionni M	Konno					
16			R: Jenni Mo					~ 00074	—
17 18		Address:	2230 Cor	<u>porate C</u>	Fox: (700)00	Hendersol	n, NV Emoil:	v 89074	_
10		FINITE. (7)	02)434-4	663	- Fax. (102)93	<u>39-0073</u>	Inall.	l: McKennateam@kw.com	—
20		τενανιτ							
21		Address:	•						-
22		Phone:			Fax:	F	-mail:	il:	—
23								····	-
24	44.	ADDEN	DA ATTA	CHED: In	corporated into	o this Agre	ement	nt are the following addenda, exhibits and oth	ər
25		informatio				C C			
26					rug Free Housi	ing			
27		В. 🗌 🕄	Smoke Dete	ector Agreer	ment				
28		С. 🔟 (Other:			_			
29		р. Ц (Juner			_			
30		E. 🗌 (Other:			_			
31									
32 33									
33 34									
35									
36									
37									
38					[This spa	ace is intent	tionally	Ilv blank.1	
39					Lune of			,	
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49 50									
50 51									
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Residential Lease Agreement Rev. 9/09	Landlord	Tenant	Tenant	
Page 8 of 9		Tenant	Tenant	
© 2009 Greater Las Vegas Association of	REALTORS®	Property:		

1	45.	ADDITIONAL TERMS AND CONDITIONS: 1). 1	<u>[enant(s) understands that property is</u>						
2		being rented only to those specified	<u>on page 2, #14 of this lease. No other</u>						
3		persons will be permitted to reside at property without approval of McKenna							
4		Property Mamt. Failure to comply wi	I result in immediate eviction.						
5		2).Tenants are aware they MUST carry	rental insurance while residing in						
6		residents listed on page 1 of this lea	-	_					
7				_					
8				_					
9				_					
10				—					
11									
12				_					
13				—					
14									
15									
16				—					
17				—					
17				—					
10									
19 20				—					
20									
	LA	NDLORD/OWNER OF RECORD NAME	TENANT'S SIGNATURE DA	ΓE					
	Мс	cKenna Property Management	Print Name:						
24 25			Phone:	—					
26		nni McKenna							
27 28	MA	ANAGEMENT COMPANY (BROKER) NAME	TENANT'S SIGNATURE DA' Print Name:	ΤE					
29			Phone:						
30	D								
31 32	By Au	thorized AGENT for BROKER SIGNATURE DATE	TENANT'S SIGNATURE DA	F					
33			Print Name:						
34 35		REALTOR®	Phone:						
36									
37			TENANT'S SIGNATURE DA	ΓĒ					
38 39			Print Name:						
40			Phone:						

Residential Lease Agreement Rev. 9/09	Landlord	Tenant	Tenant
Page 9 of 9		Tenant	Tenant
© 2009 Greater Las Vegas Association of REALT	ORS®	Property:	

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION:	The real estate transaction is the	sale and purchase or X lea	ase of
Property Address:			

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The I	("Licensee") whose	
license number	is and who is affiliated with	("Brokerage").
Seller/Landlord	McKenna Property Management	
Buyer/Tenant		
_	Print Name	

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a	a copy of thi	s list of license	e duties, and have read and unde	erstand this disc	losure.
Seller/Landlord McKenna Property Management	Date	Time	Buyer/Tenant	Date	Time
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Approved Nevada Real Estate Division Replaces all previous editions		Page	1 of 1		524 Revised 05/01/05

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FORECLOSURE ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

for

(Property Address)

In reference to the Residential Lease Agreement ("Lease Agreement") executed by _

as Tenant(s) and McKenna

Property Manag	ement	as Owner by and through
Owner's Broker	Jenni McKenna	("Broker"), dated
	covering the real property at	
		, the parties hereby agree

that the Agreement be amended as follows:

1. NOTICE OF DEFAULT/FORECLOSURE. Tenant(s) is notified that Owner has agreed to notify Broker of any defaults on any loans, mortgages, assessments or trust deeds. The filing of a Notice of Default by a lender or other lien holder commences a foreclosure period which lasts, at a minimum, three months plus 21 days. Tenant(s) is further notified that Owner has authorized Broker to notify Tenant(s) and make arrangements to terminate the Lease Agreement if Broker receives any notice indicating that Owner is any one of the following situations: (1) default of any loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of a short sale contract. In such event, Owner has authorized Broker to negotiate termination of the Lease Agreement.

2. TERMS OF LEASE AGREEMENT. During any foreclosure period, the Tenant(s) shall <u>honor</u> <u>ALL</u> <u>CONDITIONS of the current Lease</u> <u>Agreement</u> including the timely payment of rent as stated in the Lease Agreement. Nevada law grants the Owner a redemption period, and the Owner remains as the legal owner of record until the actual time of the foreclosure sale.

3. **RETURN OF SECURITY DEPOSITS.** Once the Tenant(s) vacates the property, the Owner has authorized Broker to release ALL security deposits (including non-refundable deposits) back to the Tenant(s) with no further obligations from the Tenant(s) or Broker. The 30-day period required by Nevada law for the return of the security deposits still applies. The property must be returned in the same general condition as the Tenant(s) occupied the property. Upon Tenant(s)'s request, Broker will attempt to find a new home to rent/lease/purchase for Tenant(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Lease Agreement. WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

McKenna Property Management			
LANDLORD/OWNER ÓF RECORD		TENANT'S SIGNATURE	Date
Jenni McKenna			
MANAGEMENT COMPANY (BROKER)		TENANT'S SIGNATURE	Date
By			
Authorized Agent for Broker	Date	TENANT'S SIGNATURE	Date

Foreclosure Addendum (Tenant)

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RENTAL APPLICATION



Application is not complet application is initialed on e more than two persons are	REQUIRED TO SUBMIT: (Cash, MO, CC) Application (Non-Refundable)				
PROPERTY ADDRESS		,	Fee\$ Deposit to Hold \$		
CITY, STATE, ZIP			Amt. Received \$		
MOVE-IN DATE			-		
			- SECURITY DEPOSIT		
			PROCESSING FEE \$		
KEY DEPOSIT \$					

APPLICANT:					
EMAIL			SSN#		
CURRENT ADDRESS:					
CITY, STATE, ZIP					
			PAYMENT:		
			SE CHECK ONE) 🗌 OWNED OR 🗌 RENT		
REASON FOR LEAVING					
PRIOR STREET ADDRESS:					
CITY, STATE, ZIP					
LANDLORD NAME / MORTGA					
PHONE #	HOW LONG?	(PLEA	SE CHECK ONE) 🗌 OWNED OR 🗌 RENT		
REASON FOR LEAVING					
CURRENT EMPLOYER:					
HOW LONG?	EMPLOYED AS				
ADDRESS:					
CITY, STATE, ZIP					
Rental Application Rev. 11/09		Page 1 of 4	Applicants Initials: [] []		
McKenna Property Management 2230 Cc Phone: (702)274-1301 Fax: 70			Blank lease		

SALARY: \$	PER/N	/IO SUPERVISOR: _				
OTHER INCOME: SOURCE			AMOUNT: \$			
PRIOR EMPLOYER (IF LESS THAN 3	3 YEARS):		PHONE #			
HOW LONG?	EMPLOYED AS _					
SALARY: \$	PER/	MO SUPERVISOR: _				
<u>CREDIT REFERENCES</u> : BANK			ACCT.#			
ADDRESS						

CO-APPLICANT:			BIRTH DATE			
CURRENT ADDRESS:						
CITY, STATE, ZIP						
			PAYMENT:			
			EASE CHECK ONE) 🗌 OWNED OR 🗌 RENT			
PRIOR STREET ADDRESS:						
CITY, STATE, ZIP						
LANDLORD NAME / MORTGAGE H	OLDER:					
PHONE #	HOW LONG?	(PLE	EASE CHECK ONE) 🗌 OWNED OR 🗌 RENT			
REASON FOR LEAVING						
CURRENT EMPLOYER:						
HOW LONG?	EMPLOYED AS _					
ADDRESS:						
CITY, STATE, ZIP						
SALARY: \$	_ PER/MO SUPERVI	SOR:				
OTHER INCOME: SOURCE						
AMOUNT: \$	_					
PRIOR EMPLOYER (IF LESS THAN 3	3 YEARS):		PHONE #			
HOW LONG?	EMPLOYED AS _					
SALARY: \$	_ PER/MO SUPERVI	SOR:				
Rental Application Rev. 11/09		Page 2 of 4	Applicants Initials: [] [

CREDIT REFERE	NCES: BANK	ACCT.#				
	ADDRESS					
****	*****	«xxxxxxxxxxxxx		xxxxxxxx	*****	
AUTOMOBILES	:					
MAKE	MODEL	LIC#	ST.	ATEYR _	COLOR	
MAKE	MODEL	LIC#	ST	ATEYR _	COLOR	
MAKE	MODEL	LIC#	ST	ATEYR _	COLOR	
XXXXXXXXX	*****	«xxxxxxxxxxxxx		xxxxxxxx	xxxxxxxxxxxxx	
IN ADDITION TO	APPLICANT(S), OTHER PER	SONS TO BE AT PRE	MISES:			
	NAME	RELATIC	NSHIP A	GE	OCCUPATION	
PETS? (Y/N)	HOW MANY? Cats	Dogs	Other			
	Name	Cat or Dog?	Breed	Weight	Spayed or Neutered?	
If Other, please ex	kplain:					
HAS ANY APPLI	ICANT EVER FILED BANKRU	PTCY? GIV	E DETAILS			
HAS ANY APPLI	CANT EVER BEEN EVICTED	EXPLAIN				
HAS ANY APPLI	ICANT EVER WILLFULLY REF	USED TO PAY RENT	WHEN DUE?	EXPL/	AIN	
HAS ANY APPLI	CANT OR OCCUPANT EVER I	BEEN CONVICTED O	F A GROSS MISDI	EMEANOR OF	R FELONY?	
YES OR NO	IF YES PLEASE EXPLAIN					
Rental Application	n Rev. 11/09	Page 3 of 4	Appli	cants Initials:	[][]	
Р	Produced with ZipForm® by zipLogix 18070) Fifteen Mile Road, Fraser, Mid	higan 48026 <u>www.zipLo</u>	ogix.com	Blank lease	

HOW LONG DOES APPLICANT PLAN TO LIVE HERE? _____ DOES APPLICANT PLAN TO USE LIQUID FILLED

FURNITURE? TYPE

DOES ANYONE IN THE HOUSEHOLD SMOKE? Y/N

APPLICANT IN CASE OF EMERGENCY, PERSON TO NOTIFY:

RELATIONSHIP:

<u>PHONE #</u>

<u>CO-APPLICANT IN CASE OF EMERGENCY, PERSON TO NOTIFY:</u>

RELATIONSHIP:

PHONE #

***** DISCLOSURE PLEASE READ CAREFULLY BEFORE SIGNING

APPLICANT UNDERSTANDS THAT 1.

IS THE LEASING AGENT AND REPRESENTATIVE FOR THE LANDLORD OF THE PREMISES LOCATED AT AT A

MONTHLY RENT OF \$

2. APPLICANT DECLARES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND APPLICANT AUTHORIZES AN EMPLOYMENT CHECK, CRIMINAL RECORDS CHECK, CREDIT CHECK, VERIFICATION OF REFERENCES AND CURRENT AND PREVIOUS LANDLORDS.

З. **APPLICANT HEREBY PAYS \$** AS A NON-REFUNDABLE APPLICATION FEE AND AS HOLDING DEPOSIT. IF APPLICANT IS DECLINED, HOLDING DEPOSIT SHALL BE \$______AS HOLDING DEPOSIT. IF APPLICANT IS DECLINED, HOLDING DEPOSIT SHALL BE REFUNDED WITHIN ______BUSINESS DAYS. IF, AFTER APPROVAL, APPLICANT DECIDES NOT TO FULFILL THIS AGREEMENT BY COMPLETING LEASE AND PAYING FIRST MONTHS RENT AND REMAINING SECURITY DEPOSIT. HOLDING DEPOSIT SHALL BE RETAINED BY LANDLORD TO COVER ADMINISTRATIVE EXPENSES.

APPLICANT AGREES TO EXECUTE A RENTAL AGREEMENT BEFORE POSSESSION IS GIVEN AND TO PAY THE RENT AND SECURITY DEPOSIT WITHIN ______ BUSINESS DAYS AFTER BEING NOTIFIED OF ACCEPTANCE OF THIS APPLICANT.

LANDLORD AND AGENT WILL NOT BE BOUND BY ANY REPRESENTATIONS. AGREEMENTS OR PROMISES. WRITTEN OR ORAL, MADE BY LANDLORD OR AGENT UNLESS CONTAINED IN THE RENTAL AGREEMENT SIGNED BY LANDLORD OR LANDLORD'S AGENT.

APPLICANT DOES HEREBY RELEASE LANDLORD, AGENT AND THIS COMPANY FROM ANY AND ALL DAMAGES OR LIABILITIES WHICH MIGHT RESULT FROM THE ABOVE INFORMATION. APPLICANT RELEASES PRESENT LANDLORD AND ALL PREVIOUS LANDLORDS FROM ANY AND ALL LIABILITY FOR ANY DAMAGE OR INJURY WHATSOEVER CAUSED BY PROVIDING INFORMATION TO LANDLORD OR AGENT REGARDING APPLICANT.

APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT A FALSE STATEMENT MADE HEREIN IS 7. GROUNDS FOR DENIAL OF RENTAL TO APPLICANT. ANY STATEMENT HEREIN MAY BE CONSTRUED AS A CONDITION PRECEDENT TO ANY BINDING RENTAL AGREEMENT OR CONTRACT BETWEEN APPLICANT AND LANDLORD.

APPROVAL FOR RESIDENCY IS MADE WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL 8. ORIGIN, AGE, OR HANDICAP.

APPLICANT UNDERSTANDS THAT APPLICANT ACQUIRES NO RIGHTS TO PREMISES UNTIL EXECUTION OF 9 A RENTAL AGREEMENT IN THE FORM SUBMITTED AND DEPOSIT OF RENT AND SECURITY DESCRIBED ABOVE.

SIGNATURE OF APPLICANT______ DATE______ TIME ______

SIGNATURE OF CO-APPLICANT_____ DATE_____ TIME_____

*****	*****	******
OFFICE USE ONLY: REFERRAL COMPANY	MLS #	DATE PAID
AGENT:	P.I.D. #	LICENSE #
	DCIATION OF REALTORS® PROVID	ES THIS FORM FOR MEMBERS ONLY AND IS NO TION PROVIDED THEREIN.
Rental Application Rev. 11/09	Page 4 of 4	Applicants Initials: [] []

_____ **Blank lease**



APPLICATION FOR PET APPROVAL

	This is an applicatior	to the La	ndlord for	("Tenant	") to have a	•	owing address: 'the Property'').
1.	The pet or pets are id	lentified a	s follows:				
	Name	Age	Breed	Weight	Gender	Neutered?	License No.
						- <u> </u>	

2. Tenant certifies to Landlord that the pet(s) is in good health, and as proof therefore, a certificate of good health from a licensed veterinarian is attached. In addition, a photo of each pet is attached with the name on the back.

3. Tenant will keep pets on a leash when not in a fenced backyard area and will clean up all waste on the Property as well as in any common areas.

4. If the Property is subject to a Common Interest Community, Tenant will abide by all rules and regulations and CC&R's with respect to pet ownership.

5. Tenant acknowledges and understands that the representations herein are considered to be material provision of the Residential Lease Agreement.

6. Tenant requests Landlord's approval to keep the above-name pet(s) in and/or on the Property.

Tenants:

Date:_____

(Signature)

(Signature)

Landlord's Response

Landlord, through Landlord's Broker, having considered the Application for Pet Approval submitted by Tenant, does hereby ______approve -OR-_____ reject Tenant's application.

By: _____ Authorized Agent for Broker

Date

Application for Pet Approval Rev. 9/07

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