

Residential Rental Agreement

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BY THIS AGREEMENT, made and entered into on the _____ day of _____, 20____
between _____, herein referred to as Lessor, and
_____, herein referred to as Lessee. Lessor leases to Lessee the premises
situated at: _____.

1. Term.

This Residential Rental Agreement is a:

- [] Fixed Term Lease Agreement. Said lease term shall commence on _____, and terminate on _____, unless terminated earlier by LESSOR based upon LESSEE'S default of this Agreement and in accordance with the laws of the State of Nevada.
- [] Month to Month Agreement. Said month-to-month rental agreement shall commence on _____, and shall continue on a month-to-month basis by mutual agreement of the Parties until:
- a) Either Lessor or Lessee gives the other written thirty (30) day notice of termination of this Month-to-Month Agreement. Said notice of termination need not be "for cause," but rather is solely "at the will" of the party tendering notice of intent to terminate; **OR**
 - b) Either Lessor or Lessee gives the other a written Notice of Default, wherein the noticed party must either cure the breach (if cure is available) or be terminated and vacate the premises on or before the end of the notice period, the length of which period will be dictated by applicable Nevada law.

2. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ (\$ _____) per month in advance on the 1st day of each calendar month beginning on _____.

3. Form of Payment. Lessee shall pay rent each month in the form of one (1) personal check, OR one (1) cashier's check, OR one (1) money order. All forms of payment shall be made payable to: _____.

4. Late Payments. Lessee shall pay a late charge in the sum of One-hundred Dollars (\$100.00) to Lessor should Lessor not receive any rental payment by the due date.

5. Returned Checks. If, for any reason, a check presented by Lessee to Lessor is returned without having been paid, Lessee shall be charged a fee of Twenty-Five Dollars (\$25.00). Said fee for all such NSF checks presented shall be deemed additional rent AND, until paid in full, Lessee shall be in breach of this agreement for non-payment of rent and shall be subject to all penalties associated therewith. Upon the first occasion that Lessee should present a NSF check to Lessor, all of Lessee's future rent payments must thereafter be tendered in the form of certified funds.

6. Security Deposit. Upon execution of this lease, Lessee shall deposit with Lessor the sum of _____ (\$ _____) in the form of certified funds, receipt of which is hereby acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof, pursuant to N.R.S. 118A.240, N.R.S. 118A.242 and N.R.S. 118A.244. Lessee may not use said deposit for any rent owed during the term of the lease, including but not limited to, the last month's rent.

7. Cleaning Fee. Upon execution of this lease, Lessee shall deposit with Lessor a one-time non-refundable cleaning fee in the amount of _____ (\$ _____), receipt of which is hereby acknowledged by Lessor _____ [Initial]

8. Quiet Enjoyment. Lessor covenants that in consideration for Lessee's payment of rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed upon term.

9. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

10. Occupancy. Lessee agrees that the demised premises shall not be occupied by any person other than those designated above as Lessee, with the exception of the following names persons:

Should Lessor, with prior written consent, allow for additional persons to occupy the premises, the rent shall be increased by _____ for each such person. Any person staying 14 days cumulative or longer, without the Lessor's prior written consent, shall be considered as occupying the premises in violation of this agreement.

11. Condition of Premises. Lessee acknowledges that the premises have been inspected. Lessee acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Lessee promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to Lessee's, or Lessee's invitee's, misuse or negligence. Lessee shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. Lessee shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

12. Keys. Lessee will be given _____ keys to the premises, _____ mailbox key(s), and _____ common area key. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged a fee of Fifty Dollars (\$50.00) per key not returned. Lessee agrees not to change locks on any door or mailbox without obtaining Lessor's prior written consent to do so. Having obtained written permission, Lessee shall be solely responsible for the cost of changing the locks and shall, immediately upon receipt, provide Lessor with one duplicate key per lock. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at vehicle owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

14. Assignment and Subletting. Lessee agrees not to assign or sublet the premises, or any part thereof, without obtaining the prior written consent of Lessor. Consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Application All statements in Lessee's application must be true of this will constitute a non curable material breach of this lease. Lessee must complete an updated application, including a census as to the occupants in the unit, upon 7-days written request by Lessor.

16. Alterations and Improvements. Lessee shall not make any alterations to the premises, including but not limited to, installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. Lessee shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents of by the general public. Lessee shall not store any object outside of the unit without prior permission of Lessor.

17. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. However, if the leased premises should be damaged by Lessee's negligence or willful act, or that of his employee, family, agent, or visitor, or otherwise; to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

18. Dangerous Materials. Lessee shall not keep, or have on the leased premises, any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises with the following exceptions:

20. Right of Inspection. Lessor and/or his designated agents shall have the right to enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to the Lessee. Lessor is permitted to make all alterations, repairs and maintenance that is Lessor's judgment at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Should the condominium association enact repairs to external or internal portions of the structure, Lessee will, upon advance reasonable notice of said repairs, cooperate and make the premises available to the condominium association to conduct such repairs. Lessee shall cooperate with Lessor and/or his designated agents in order to show the property to prospective tenants or purchasers and shall make the property available when necessary and/or permit a lock-box to be placed on the door.

21. Maintenance and Repair. Lessee will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Where a repair is the responsibility of the Lessor, Lessee must notify Lessor with a written notice stating the items requiring servicing or repair. Lessee must give Lessor a reasonable opportunity to service or repair said item. Lessee acknowledges that rent will not be withheld unless a written notice has been served upon Lessor giving the Lessor a reasonable time within which to fix said item. Under no circumstances may Lessee withhold rent unless said item constitutes a substantial breach of the warranty of habitability within the meaning of N.R.S. 118A.290 and N.R.S. 118A.355 Lessee shall be responsible for any fines of inspection fees imposed by a governmental office as a result of Lessee failing to notify the Lessor in writing of a deficiency in the premises.

22. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

23. Display of Signs. During the last 30 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs and installing a lockbox on the demised premises and of the privileged of showing the property to prospective purchasers or tenants.

24. Pets. No Pets, including but not limited to dogs, cats, birds, fish, or other domestic pet of animal of any kind shall be kept on or about the premises without Lessor's prior written consent. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Additionally Lessee agrees to pay the additional sum of _____ per month as and for additional rent in consideration of Lessor's agreement to allow Lessee to keep said pet.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

28. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the rental agreement, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall result, unless Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time, pursuant to N.R.S. Chapter 118A.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in accordance with the procedures set forth under the Nevada Revised Statutes 118A.460.

31. Personal Property of Tenant. Once Lessee vacates the premises, any and all of Lessee's personal property still remaining in the unit shall be deemed abandoned and shall be stored as required by law until disposed of in accordance with the provisions of Nevada Revised Statute 118A.460.

32. Termination of Lease/Rental Agreement: If this lease is based upon a fixed term, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the written approval of Lessor. Where said term is a month to month tenancy, either party may freely terminate this tenancy upon the serving of a 30-day written notice in advance.

33. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Condominium and Community CC&Rs. Lessee will adhere to all covenants, conditions and restrictions of the community and condominium association, if applicable. Lessee hereby acknowledges receipt of a copy of all applicable Condominium and Community CC&Rs.

_____ [Lessee's Initials]

_____ [Date]

36. Validity/Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

37. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. It is acknowledged that Lessor does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water, overflow/leakage, acts of GOD, and/or any other causes. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee shall obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence. It is acknowledged that Lessor is not liable for Lessee's personal property damage or loss caused by fire, theft, rain, water, overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that Lessee's insurance policy shall solely indemnify Lessee for any losses sustained. Lessee's failure to maintain said policy shall be a complete waiver of Lessee's right to seek damages against Lessor for the above referenced losses. The parties hereby acknowledge that the premises are not to be considered a security building, nor are the terms contained in this agreement to be construed in any other way, which might hold the Lessor to a higher standard of care than is set forth expressly herein.

Opt-Out Clause:

Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

Lessee

Lessor

Date

Date

38. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

39. Attorney's Fees. In the event an action is brought by any party to enforce any terms of this agreement, or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees and costs incurred in the prosecution of such an action.

40. Other Terms: _____ (See attachment) Note: Attachment must be signed and dated by all parties to be valid.

41 Entire Agreement. The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Lessee represents that Lessee has relied solely on Lessee's judgment in entering into this agreement. Lessee acknowledges having been advised to consult with independent legal counsel before entering into this agreement. Lessee acknowledges that Lessee has read and understood this agreement and has been furnished a duplicate original.

NOTICE: No representation is made as to the legal validity or adequacy of this agreement, if you desire, consult with any attorney.

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Dated: _____

LESSOR (Landlord)

Dated: _____

LESSEE (Tenant)

LESSEE (Tenant)