

Nevada Association of Realtors Lease Agreement

(Property Address)

1. This AGREEMENT is entered into this _____ day of _____, _____ between

_____, ("LANDLORD") legal owner of the property through the Owner's
BROKER, _____, ("BROKER") and

Tenant's Name: _____ Tenant's Name: _____

Tenant's Name: _____ Tenant's Name: _____

(collectively, "TENANT"), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From _____, To _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Admin Fee/Credit App Fee (Non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Last Month's Rent Security	\$ _____	\$ _____	\$ _____
CIC Registration	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: _____

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as _____ consisting of _____ ("the Premises").

5. TERM: The term hereof shall commence on _____ and continue until _____, for a total rent of \$ _____, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of \$ _____, in advance, on the _____ day of every month beginning the _____ day of _____, _____ and delinquent after _____. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 9/09

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Landlord _____

Tenant _____

Tenant _____

Property: _____

- 1 **7. PLACE OF PAYMENTS:** TENANT shall make all payments payable to _____
2 and shall mail such payments to: _____
3 _____ -or- _____ hand deliver such payments to
4 _____ during normal business hours.
5
- 6 **8. ADDITIONAL FEES:**
7
- 8 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of
9 \$ _____ plus \$ _____ per day for each day after _____ days that the sum was due.
10
- 11 **B. DISHONORED CHECKS:** A charge of \$ _____ shall be imposed for each dishonored
12 check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all
13 costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,
14 TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.
15 Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if
16 TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is
17 aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon
18 insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.
19
- 20 **C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall
21 become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All
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
26 a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the
27 right to exercise any other rights and remedies under this Agreement or as provided by law.
28
- 29 **9. SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a
30 Security Deposit the sum stated in paragraph 2. **TENANT shall not apply the Security Deposit to, or in lieu of,**
31 **rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any
32 reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.
33 Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of
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
37 forwarding address to prevent a delay in receiving the accounting and any refund.
38
- 39 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset
40 administration and bookkeeping fees.
41
- 42 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ _____ per eviction
43 attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal
44 notices and all related fees according to actual costs incurred.
45
- 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.
53

1 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part
2 thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes
3 only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste,
4 cause excessive noise, create a nuisance or disturb others.
5

6 **14. OCCUPANTS:** Occupants of the Premises shall be limited to _____ persons and shall be used solely for
7 housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the
8 Premises: _____
9 _____
10

11 **15. GUESTS:** The TENANT agrees to pay the sum of \$ _____ per day for each guest remaining on
12 the Premises more than _____ days. Notwithstanding the foregoing, in no event shall any guest remain on the
13 Premises for more than _____ days.
14

15 **16. UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of
16 lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented
17 premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity _____	Trash _____	Phone _____	Other _____
Gas _____	Sewer _____	Cable _____	Other _____
Water _____	Septic _____	Association Fees _____	

18 a. TENANT is responsible to connect the following utilities in TENANT'S name: _____
19 _____
20

21 b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill
22 TENANT for connection fees and use accordingly: _____
23 _____
24

25 c. No additional phone or cable lines or outlets shall be obtained for the Premises without the
26 LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all
27 costs associated with the additional lines or outlets.
28

29 d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services
30 company and shall pay all costs associated therewith.
31

32 e. Other: _____
33 _____
34

35 **17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in
36 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark
37 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.
38 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has
39 pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT
40 agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the
41 yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the
42 State of Nevada Division of Agriculture at www.agri.nv.gov.
43

44 **18. PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the
45 event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written
46 permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ _____
47 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the
48 event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written
49 evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and
50 liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional
51 insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being
52 allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees
53 to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

1 damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written
2 permission was granted.

3
4 **19. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats,
5 campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as
6 follows: _____.

7 **TENANT shall not conduct nor permit any work on vehicles on the premises.**
8

9 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All
10 alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between
11 parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a
12 fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for
13 restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.
14

15 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any
16 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or
17 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon
18 default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default,
19 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.
21

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.
25

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 _____ %.
33

34 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall
35 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the
36 LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to
37 inspect the Premises in the TENANT's presence to verify the condition of the Premises.
38

39 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential
40 services emergencies on behalf of the LANDLORD is as follows: _____
41 _____
42

43 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately
44 report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises.
45 TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence.
46 TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the
47 costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the
48 Premises up to and including the cost of \$ _____. TENANT agrees to pay for all repairs,
49 replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets,
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
52 building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional
53 rent to be paid no later than the next monthly payment date following such repairs.
54

29. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners 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) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an 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 expense, shall provide TENANT with any additions to such Governing Documents as they become available. 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). [] [] [] []

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.

32. **ADDITIONAL RESPONSIBILITIES:**

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 _____ business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.

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

1 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then
2 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of
3 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was
4 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)
5

6 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a
7 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to
8 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.
9

10 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of
11 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing
12 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches
13 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in
14 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may
15 not exhibit more than one political sign for each candidate, political party or ballot question.
16

17 **33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid
18 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes
19 shall take effect after thirty days notice to TENANT.
20

21 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an
22 addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.
23

24 **35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against
25 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and
26 costs.
27

28 **36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in
29 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and
30 effect.
31

32 **37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or
33 TENANT's rights under the laws of the State of Nevada.
34

35 **38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or
36 unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder
37 of this Agreement.
38

39 **39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement
40 shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided
41 by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a
42 preponderance of the evidence.
43

44 **40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this
45 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a
46 copy of this Agreement.
47

48 **41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____
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

1 **42. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

2
3 Tenant's Broker: _____ Agent's Name: _____
4 Address: _____
5 Phone: _____ Fax: _____ Email: _____
6 License # _____

7
8 Landlord's Broker: _____ Agent's Name: _____
9 Address: _____
10 Phone: _____ Fax: _____ Email: _____
11 License # _____
12

13 **43. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection
14 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

15
16 BROKER: _____
17 Address: _____
18 Phone: _____ Fax: _____ Email: _____
19

20 TENANT: _____
21 Address: _____
22 Phone: _____ Fax: _____ Email: _____
23

24 **44. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other
25 information:

- 26 A. ☐ Lease Addendum for Drug Free Housing
27 B. ☐ Smoke Detector Agreement
28 C. ☐ Other: _____
29 D. ☐ Other: _____
30 E. ☐ Other: _____
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1 **45. ADDITIONAL TERMS AND CONDITIONS:** _____
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21 _____
22 LANDLORD/OWNER OF RECORD NAME TENANT'S SIGNATURE DATE
23 Print Name: _____
24 Phone: _____
25 _____

26 _____
27 MANAGEMENT COMPANY (BROKER) NAME TENANT'S SIGNATURE DATE
28 Print Name: _____
29 Phone: _____
30 _____

31 By _____
32 Authorized AGENT for BROKER SIGNATURE DATE TENANT'S SIGNATURE DATE
33 Print Name: _____
34 ☐ REALTOR® Phone: _____
35 _____

36 _____
37 TENANT'S SIGNATURE DATE
38 Print Name: _____
39 Phone: _____
40 _____