

Costello Realty & Management

9406 West Lake Mead Blvd • Unit 101 • Las Vegas, NV 89134
(702) 724-0040

1. Residency and Financials

1.1 AGREEMENT

THIS AGREEMENT (“Agreement” and/or “Lease”) is entered into this <<Lease Start Date>>, between <<Owner Name(s)>>, (“LANDLORD”) legal owner of the Premises through the Owner’s BROKER, Costello Realty & Management (“CRM”), (“BROKER”) (hereinafter collectively, “OWNER” and/or “LANDLORD”) legal owner of the Subject Property and <<Tenants (Financially Responsible)>> (hereinafter collectively “TENANT”)

In consideration of the terms and covenants hereinafter contained, LANDLORD hereby leases to TENANT the following property: <<Property Address>>

1.2 PREMISES

1. The leased premises is located at: <<Property Address>>(hereinafter the “Premises”).

1.3 TERM

The term of the Agreement is for twelve (12) months commencing on <<Lease Start Date>> (“Commencement Date”), and ending on <<Lease End Date>> (“Initial Termination Date”), unless earlier terminated as permitted herein. The length of time between the Commencement Date and the Initial Termination Date shall be referred to herein as the “Initial Term.” After the Initial Term of the Agreement expires, the Agreement shall continue on a month-to-month basis thereafter, until either party shall terminate the Agreement by giving the other party thirty (30) days written notice as provided herein.

1.4 USE OF PREMISES AND CONTINGENCIES

The Premises may be used and occupied only for and as a single family residence for TENANT. Neither the Premises nor any part of the Premises shall be used at any time during the term of this Agreement for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof, under the home, or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

1.5 RENT

TENANT agrees to pay LANDLORD the total sum of <<Monthly Rent>> (“Monthly Rent”), on the first day of each calendar month and at such place as LANDLORD may designate.

1.6 SUMMARY

The initial rents, charges, and deposits are as follows:

Prorated Rent: <<Move-in Date>> to end of month: <<Prorated Rent>>

Security Deposit: <<Security Deposit Charges>>

Additional Security: <<Total Additional Deposits>>

First full month's rent: <<Monthly Rent>>

Sewer and Trash: \$40.00

1.7 ADDITIONAL FEES

a. LATE FEES: In the event that TENANT fails to pay rent when due, TENANT shall pay a late fee of <<Late Fee Rule>> plus <<Daily Late Fee>> per day for each day after <<Grace Period Days>> days that the sum was due. Such amounts shall be considered to be rent.

b. DISHONORED CHECKS: A charge of \$50 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.

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 unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed. **TENANT'S failure to pay the full amount for a period may result in the 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, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

1.8 OCCUPANTS

Occupants of the Premises shall be limited to <<Other Occupant(s)>>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: <<Other Occupant(s)>>

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. SECURITY DEPOSIT DISPERSION and NORMAL WEAR

2.1 SECURITY DEPOSIT

Upon execution of this Agreement, TENANT, shall deposit with LANDLORD as a Security Deposit of<<Security Deposit Charges>>. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, and as provided herein, the LANDLORD, may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement, including but not limited to, remedying any default of the tenant in the payments of rent; repairing damages to the premises other than normal wear and tear caused by TENANT; and cleaning the Premises.

TENANT shall not apply the Security Deposit to, or in lieu of, rent. Any termination prior to the initial Term set forth herein, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the Term, which may be offset by the Security Deposit.

LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (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. At the termination of this agreement, the TENANT will be refunded the remaining Security Deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the Security Deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs.

In addition to the above, to be fully refundable, the Premises must be professionally cleaned, including the carpets, tile, grout, and all other hard surface flooring. TENANT must produce an invoice from a reputable company to LANDLORD upon surrender of the Premises indicating the work performed and the applicable costs. The service provided and company used must be pre-approved by LANDLORD prior to commencing the work and must meet with the LANDLORD'S minimum standards.

2.2 SECURITY DEPOSIT DISPERSION

Dispersion of Security Deposit will be evaluated by comparing the move-in inspection with the move-out inspection. Any new damages identified at the time of the move-out inspection are what the Security Deposit may be used to repair. TENANT is not responsible for normal wear and tear as defined herein and within NRS 118A.110. The Security Deposit may be used to remedy any default of TENANT in the payments of rent; repair damages to the Premises other than normal wear caused by TENANT; and to clean the dwelling unit.

2.3 NORMAL WEAR

Normal wear and tear is when an object is damaged or ceases to quit working during the course of the objects life and the object was used for the purpose it was made. Normal wear and tear is deterioration which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by TENANT, a member of the TENANT'S household or other person on the premises with the TENANT'S consent.

2.4 WALLS

TENANT understands and agrees that damage to walls including, but not limited to, chips, warping of the walls or baseboards, holes, discoloration that is not caused by the sun, or any other damages that would cause funds to be spent to get it back to the condition of the move-in inspection will be charged to the TENANT. These conditions shall not be considered normal wear and tear.

2.5 CARPET

Normal wear and tear of carpet is damage caused to the carpet due to the age of the carpet. **TENANT understands and agrees that damages to carpet including, but not limited to, stains, traffic patterns, holes, tears, or fraying is not normal wear and tear.** TENANT is responsible for cleaning the carpets.

2.6 ODORS

TENANT understands and agrees that any uncommon odor of the PREMISES such as smoke, urine, pet smell, pet stains, or any other unfavorable odor is not considered normal wear and tear.

2.7 CHARGES

TENANT understands and agrees that any deterioration or new damages following the move-in inspection, exceeding normal wear and tear, as identified upon the move-out inspection shall be charged to the TENANT upon move-out.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 CONDITION OF PREMISES

TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the Commencement Date, in good order, good repair, safe, clean, without hazardous conditions, and in rentable condition.

Tenant agrees to conduct a move-in inspection of the Premises, and give the inspection to LANDLORD prior to taking possession of the Premises. If LANDLORD does not receive the inspection prior to TENANT moving in, TENANT is stating there is no damage to the property and that it is in good order, good repair, safe, clean, without hazardous conditions, and in rentable condition.

3.2 UTILITIES

TENANT shall **immediately** connect all utilities and services of Premises upon commencement of this Agreement with the exception of standard trash and sewer costs which will be paid by LANDLORD. TENANT shall pay when due, all utility charges for the Premises including, but not limited to water, electric and gas utilities, lawn maintenance, pool maintenance and pest control. If TENANT fails to pay for said services, LANDLORD may, but is not required to do so.

a. LANDLORD agrees to pay standard trash and sewer costs which will be reimbursed at \$40.00 per month by TENANT. LANDLORD does not pay for any other utilities other than any such Utilities that are included in the Homeowner's Association ("HOA") dues and real property taxes associated with the Premises. TENANT agrees to abide by all HOA rules during the Term. Any violation of such rules by TENANT or TENANTS occupants or invites that result in a fine shall be paid by TENANT.

b. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD'S written consent. In the event of the LANDLORD'S consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the Premises to its original condition at the termination of this Agreement.

c. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm service company and shall pay all associated costs.

d. TENANT shall not default on any obligation to a utility provider for utility services at the Premises.

e. **TENANT must show all utilities giving service to said property have a zero balance upon move out.**

3.3 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 written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

3.4 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 \$250.00 per pet will be required and paid by TENANT in advance subject to deposit terms and conditions discussed herein. In the event that 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. Said policy shall name LANDLORD and LANDLORD'S Agents as additional insureds. A copy of said policy shall be provided to LANDLORD or OWNER'S BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under this Agreement. TENANT further agrees to pay an immediate fine of FIVE HUNDRED DOLLARS (\$500.00). TENANT agrees to defend, indemnify, and hold harmless OWNER, LANDLORD, and their agents from any and all liability, loss and damages which OWNER, LANDLORD and their agents may suffer as a result of any animal on the Premises, whether or not written permission was granted.

3.5 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.

Any work conducted by TENANT on vehicles on the premises shall be in the garage only, with no view from the street of the work being performed.

3.6 ASSIGNMENT AND SUBLETTING

TENANT shall not assign, mortgage, pledge, sublease, or encumber this Agreement or any interest herein and shall not assign, mortgage, pledge sublease, or encumber the Premises or any interest therein without the prior written consent of LANDLORD which consent may be withheld in the LANDLORD'S sole and absolute discretion

3.7 ALTERATIONS AND IMPROVEMENTS

TENANT shall make no additions, alterations, improvements, or changes in and to the Premises without the prior written consent of LANDLORD, which consent may be withheld in LANDLORD'S sole and absolute discretion. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by OWNER, LANDLORD, or OWNER'S BROKER/ DESIGNATED PROPERTY MANAGER.

3.8 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, including any and all fees related to eviction and reletting of the Premises. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT – DEFAULT:** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any Security Deposit from the last or any month's rent or use or apply any such Security Deposit at any time in lieu of payment of rent. **If TENANT fails to comply, such Security Deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due.** For the purpose of this paragraph, is shall be conclusively presumed that a TENANT leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Agreement and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Agreement. In the event of default, by TENANT, of any obligation in this Agreement which is not cured by TENANT within five (5) days' notice from OWNER, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. TENANT PERSONAL INFORMATION UPON DEFAULT: TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or LANDLORD'S Agents may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD/OWNER may give an Attorney or a Collection Agency, TENANT'S personal information, including but not limited to, TENANT'S social security number or any other information to aid in collection efforts and holds OWNER, LANDLORD, and Broker, harmless from any liability in relation to the release of any personal information to these entities

3.9 MOVE-OUT NOTICE

Tenant is aware and agrees that ALL utilities will be kept on for the final walk-through inspection. If utilities are off at that time, there will be a \$150.00 connection charge, which is the tenant's responsibility.

Tenant needs to make their move - out appointment at least two (2) weeks prior to the move-out. Tenant agrees to keep their inspection date and time with the inspector or there will be a \$50.00 charge if notice is not received in our office 48 hours prior to the appointment.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General

4.1 ENFORCEMENT

Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

4.2 ABANDONMENT

LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.

If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD'S option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD'S option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. LANDLORD also may dispose of any of TENANTS abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

4.3 NOTICE OF INTENT TO VACATE

TENANT shall provide notice of TENANT'S intention to vacate the Premises. **Such notice shall be in writing and shall be provided to OWNER prior to the first day of the last month of the Term set forth herein. In no event shall notice be less than 30 days prior to the expiration of the Term of this Agreement.** In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10%.

After the notice to vacate is given TENANT(S) agrees that the PROPERTY will be marketed. TENANT(S) is aware that a sign will be replaced in the yard, and an electronic lockbox will be placed on the door for real estate agents to use. TENANT is aware that during this time the PROPERTY will be shown to other prospective tenants. TENANT(S) will accommodate the showing of the PROPERTY during this time.

4.4 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.

4.5 EMERGENCIES

The party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Call Maintenance direct phone number 702-854-1936.

4.6 MAINTENANCE

TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. 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 costs of remediation of such damage. TENANT shall be responsible for any minor repairs necessary to the Premises up to and including the cost of \$100 per occurrence.

TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT'S misconduct or negligence or that of TENANT'S family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD'S option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Premises must be done by an active, licensed and insured contractor.

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. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

e. 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.

f. In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

g. In the event the pool is not being maintained by a 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.

4.7 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, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. 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.

4.8 DISPLAY OF SIGNS

During the last thirty (30) days of this Lease, LANDLORD or LANDLORD'S agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic key box to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox. Any failure of TENANT to allow for the display of signs as contained in this section shall be considered a breach of this Agreement.

4.9 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, but not limited to, Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT'S 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 additional 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).

4.10 INVENTORY

It is agreed that the following inventory is now on said Premises: <<Appliances Included>>

TENANT acknowledges that any appliances that are on the premises are for TENANTS use and convenience; however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager, LANDLORD and/or OWNER are not responsible for any damages caused to TENANTS personal property, to include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

4.11 INSURANCE

During the Term, TENANT shall obtain and maintain at its expense insurance for the Premises. TENANT shall take no actions which would require an increase in insurance on the Premises. If TENANT or any of TENANT'S occupants or invitees take any action which causes an increase in insurance on the Premises, TENANT shall pay any and all increased costs upon request by LANDLORD.

TENANT understands that LANDLORD'S insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD 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.

TENANT shall be required to purchase renter's insurance. LANDLORD, OWNER, BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds 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. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANTS negligence or willful act, or that of TENANT'S family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD 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.

TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact LANDLORD'S insurance coverage under said policy.

4.12 DUTY TO INDEMNIFY AND DEFEND

LANDLORD shall not be liable and TENANT hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the negligence, gross negligence or willful misconduct of LANDLORD or its agents, employees or contractors. TENANT will protect, indemnify, defend, and save LANDLORD, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against LANDLORD by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of TENANT or anyone claiming by, through or under TENANT; (b) any failure on the part of TENANT to perform or comply with any of the terms of this Agreement or any other agreements affecting the Premises; (c) the use, occupation condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against LANDLORD by reason of any such occurrence, TENANT will, at TENANTS sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to LANDLORD. TENANT agrees that TENANT'S duty to defend LANDLORD is a separate duty which shall arise immediately upon presentation of a claim.

Notwithstanding the foregoing, TENANT shall not be responsible for the sole negligence, gross negligence and/or willful misconduct of LANDLORD, its affiliates or their employees. Further, TENANT and LANDLORD agree that this section does not require, is not intended to require, and shall not be interpreted to require, TENANT to agree to the exculpation or limitation of any liability of the LANDLORD arising under law or to indemnify the LANDLORD for that liability or the costs connected therewith if the liability is based upon an act or omission of the LANDLORD or any agent or employee of the LANDLORD.

4.13 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. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

4.14 CONDEMNATION

If the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest thereby in that authority, and the Rent reserved hereunder shall be apportioned and paid up to that date.

4.15 DESTRUCTION OF PREMISES

If the Premises shall be destroyed or rendered unlesable, either wholly or in part, this Agreement shall terminate. Any other provision hereof to the contrary notwithstanding, LANDLORD shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received therefore.

4.16 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 will not have paint touched up before occupancy. 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/DESIGNATED PROPERTY MANAGER no less than 3 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. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

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 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 I. 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.

i. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

4.17 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 (30) days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

4.18 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.

4.19 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.

4.20 FORCE MAJEURE

LANDLORD shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by causes beyond LANDLORD'S control, including labor disputes, civil commotion, war, governmental regulation or control, fire, or other casualty, inability to obtain any materials or services, or acts of God.

4.21 SUCCESSOR INTEREST

This Agreement shall apply to and bind the heirs, executors, administrators, successors, and assigns of all parties hereto.

4.22 TIME

Time is of the essence of this Agreement.

4.23 APPLICABLE LAW

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.

4.24 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.

4.25 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.

4.26 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.

4.27 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. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

4.28 LICENSEE DISCLOSURE OF INTEREST

Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State of Nevada, and has the following interest, direct or indirect, in this transaction ___ Principal (OWNER or TENANT) –OR- ___ family relationship or business interest:_____.

4.29 CONFIRMATION OF REPRESENTATION

The Agents in this transaction are:

TENANT'S Brokerage: Costello Realty & Management
Broker's Name: Lorraine Costello
DESIGNATED PROPERTY MANAGER
Agent's Name: Lorraine Costello
Agent's License # B.0007465
Address: 9406 W. Lake Mead Blvd #101, Las Vegas, NV 89134
Phone: 702-724-0040 Fax: 702-724-0041
Email: Lorraine@CostelloLV.com

OWNER'S Brokerage: Costello Realty & Management
Broker's Name: Lorraine Costello
DESIGNATED PROPERTY MANAGER
Agent's Name: Lorraine Costello
Agent's License # B.0007465
Address: 9406 W. Lake Mead Blvd#101, Las Vegas, NV 89134
Phone: 702-724-0040 Fax: 702-724-0041
Email: Lorraine@CostelloLV.com

4.30 NOTICES

Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following address

Brokerage: Costello Realty & Management
Broker's Name: Lorraine Costello
DESIGNATED PROPERTY MANAGER
Address: 9406 W. Lake Mead Blvd #101, Las Vegas, NV 89134
Phone: 702-724-0040 Fax: 702-724-0041
Email: Lorraine@CostelloLV.com

TENANT(S): <<Tenants (Financially Responsible)>>
Address: <<Property Address>>

4.31 MILITARY PROVISION

IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANTS commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

4.32 ADDENDA ATTACHED

Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. Foreclosure Addendum to Residential Lease Agreement
- B. Lease Addendum for Illegal Activity
- C. Smoke Detector Agreement
- D. Consent to Act

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 SIGNING

LANDLORD and TENANT(S) agrees to rent the Premises on the above terms and Conditions.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed