



KELLER N' JADD
2445 W HORIZON RIDGE PKWY STE 100
HENDERSON, NEVADA 89052
702-315-1922
WWW.VEGAS4RENT.COM

LEASE/RENTAL AGREEMENT

AGREEMENT entered into this _____, between the Owner _____ (as executed by Keller Management dba **Keller N' Jadd**, who is not a party to but *only* the agent for the Owner of said property), hereinafter called LESSOR _____ hereinafter called LESSEE, which parties hereby agree as follows:

Summary of initial rents, charges and deposits:

RENT: From _____ to _____
 Security Deposit
 Last Months Rent
 Pet Deposit
 Key Deposit
 Cleaning Fee
 Administration Fee
 Total Amount
 Less Holding Deposit

Refundable Non-refundable
 Refundable Non-refundable
 Refundable Non-refundable
 Refundable Non-Refundable

PAID PRIOR TO OCCUPANCY
 \$ 0.00
 \$ 0.00
 \$ 0.00
 \$ 0.00
 \$ 100.00
 \$ 300.00
 \$ 100.00
 \$ 0.00
 \$ 0.00

TOTAL CERTIFIED FUNDS \$ 0.00

COMMENTS: PROPERTY IS "AS IS"

TERMS - LESSOR does hereby rent to LESSEE for residential purposes only those certain premises described as: Commonly known as _____, rents accepted at **2445 W Horizon Ridge Pkwy Ste 100, Henderson, NV 89052** during normal business hours. Rent payments are legally the responsibility of the LESSEE without notice or demand and may be acted upon anytime after the due date stated above for a period of **month(s) and day(s)**, commencing on the **day of** _____ at a monthly rate of \$ _____ or a total amount of \$ _____, payable in advance on the **1ST Day of each and every month. Lease expires _____.**

SECURITY DEPOSITS - LESSEE pays herewith as a Security Deposit the above stated sum. Said deposit shall not be used in any way, shape or form, in lieu of rent. Upon lawful termination of the tenancy by either party for any reason, the LESSOR may claim, of the Security Deposit, only such amounts as a reasonably necessary to remedy: defaults in the payment of rent, repair damages to the premises caused by the LESSEE other than normal wear and tear, and payment of the reasonable costs of cleaning of the exterior or interior of the premises. The termination of the tenancy is contingent upon the surrender of the keys. The Security Deposit shall be accounted for within thirty (30) days of vacating according to Nevada Revised Statues. In the event, LESSEE terminates Agreement prior to the expiration date; said Security Deposit is hereby forfeited in FULL. All disputes of security deposit refunds will be addressed to the owner of property.

KEYS - The above stated key deposit shall be refunded upon vacating, if keys consisting of ___ Door key(s), ___ Mailbox key(s), ___ Laundry Room key(s), ___ Transmitter(s) ___ Gate Card (s) ___ Other are returned.

LATE FEE- ALL RENTS ARE DUE THE FIRST DAY OF EVERY MONTH. LESSEE shall pay a charge of \$ **75.00** after the 3rd day, plus \$ **20.00** per day for each day thereafter. **ALL RENTS MUST BE RECEIVED BY 5:00 P.M. OF THE 3RD DAY OF THE MONTH. ALL RENTS AFTER THE 3RD SHALL BE IN CERTIFIED FUNDS and are subject to late fees.** A fee of \$ **50.00** will be charged for each dishonored check made by the LESSEE to the LESSOR. LESSEE agrees to pay all rents, all late fees, all notice fees and all court costs upon honoring a returned check with Certified funds. After the LESSEE has tendered a chk, which is dishonored, LESSEE hereby agrees to pay all remaining payments due under this Agreement by Certified funds. Any payments tendered to LESSOR 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. LESSEE shall pay all rental payments by Certified funds thereafter. LESSOR presumes that the LESSEE is aware of the criminal actions and penalties for issuance of a check, which the LESSEE knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor. All late fees and service fees shall be due and payable when billed and after thirty (30) days shall become a part of the rents due.

CONVEYANCES AND USES - LESSEE shall not assign, sublet or transfer his interest, nor any part thereof, without prior written consent of the LESSOR, nor shall LESSEE use the premises for any commercial enterprise or for any purpose which is illegal or criminal and unlawful against State, Federal, City or County ordinances, nor shall LESSEE commit waste, excessive noise or create a nuisance in, on or about the premises or other unreasonable disturbances to others.

OCCUPANTS - Occupants of the premises shall be limited to ___ person(s) and shall be used solely for housing accommodations and for no other purpose, nor to create or suffer any nuisances in the Premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. The LESSEE agrees to pay the sum of \$ **50.00** per day for each guest remaining on the premises more than **21** days. Notwithstanding the foregoing, in no event shall any guest remain on the premises for more than **30** days.

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, (O) for Owner and (A) for Association
 Electricity ___ Gas ___ Water ___ Trash ___ Sewer ___ Cable ___ Landscaping ___ Pool N/A Alarm N/A

PETS - LESSEE agrees that no animal, bird nor pet of any kind may be kept in, on or about the premises by the LESSEE or his guests except as follows: **NO PETS.** Should written permission be granted for occupancy of a pet, an additional Security deposit of \$ **0.00** will be required and paid in advance which will become a part of the Security Deposit subject to deposit terms and conditions aforementioned. LESSEE agrees to indemnify LESSOR for any and all liability and damages which LESSOR may suffer as a result of LESSEE's pet, including but not limited to attorneys fess and costs.

RESTRICTIONS - LESSEE shall not keep or permit to be kept in, on or about the premises waterbeds, boats, campers, trailer, mobile homes or non-operative vehicles except as follows: NONE
 (NO MECHANICAL WORK ON VEHICLES SHALL BE PERMITTED ON PREMISES).

ALTERATIONS - LESSEE shall make no alterations to the leasehold without Lessor's consent in writing. All alterations or improvements made with or without consent in and to said premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LESSOR and shall remain upon the leasehold and shall constitute a fixture permanently affixed to the premises. LESSEE shall be responsible for restoring premises to original condition.

DEFAULT - Failure by the LESSEE to pay rent, perform any obligation under this Agreement, engaging in activity prohibited by this Agreement, or failing to comply with any and all applicable laws, shall be considered default hereunder. Upon default, LESSOR may at its option, terminate this tenancy upon giving proper notice. LESSOR shall issue a proper itemized statement to the LESSEE noting the amount owed by the LESSEE and may thereafter pursue any and all legal and equitable remedies for the collection thereof. Lessee hereby also agrees to be responsible for any cost of collection lessor may incur as a result of any collection activities.

ENFORCEMENT - Any failure by LESSOR to enforce the terms of this Agreement shall not constitute a waiver of said terms by LESSOR. Acceptance of rent due by LESSOR after any default shall not be construed to waive any right of LESSOR or affect any notice of legal action.

WAIVER - Nothing contained in this Agreement shall be construed as waiving any of the LESSOR'S or LESSEE'S rights under the laws of the State of Nevada.

ADDITIONAL RULES AND REGULATIONS: LESSOR may, at its option, adopt additional reasonable rules and regulations governing use of the premises and of the common areas (if any).

TERMINATION - This Agreement, upon completion of term, may only be terminated on the **1st day of any given month** by either party hereto giving to the other party not less than thirty (30) days prior notice in writing. Failure of either party to notify shall result in a month-to-month tenancy under the terms and conditions of this lease. If LESSEE gives improper notice or no notice to vacate, LESSEE is liable for prorated rent until lawful termination and LESSOR may deduct this from the Security deposit on hand, or collect any monies due by other lawful means.

ATTORNEYS FEES: If any party hereto retains counsel for the purpose of initiating arbitration or litigation to enforce or prevent the breach of any provision hereof, or for any other remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs for the services rendered to such prevailing party at the trial or hearing level and for such fees and costs incurred in any appeal therefrom.

EMERGENCIES - The name, address and phone number of the party who will handle emergencies thereon is as follows: **24 Hour Emergency: Fire, Floods, Electrical Problems, & HVAC 702-533-0347**

OWNERS - The principal or corporate owner(s) of the leased premises are: _____

MAINTENANCE - LESSEE shall report to the LESSOR any defect or natural-wear pertaining to plumbing, wiring or workmanship on the premises at once. **LESSEE shall be responsible for any MINOR repairs necessary to the subject premises up to and including the cost of \$100.00.** LESSEE agrees to pay for all repairs, replacements and maintenance caused by his misconduct or negligence or that of his family, pets, licensees and invitee and at Lessor'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. LESSEE is responsible for and agrees to pay for 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 building in general that is due to the acts of or omissions the LESSEE or a guest of the LESSEE. LESSEE shall further keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. All repairs shall be conducted according to Lessor's management policy.

ACCESS - LESSEE agrees to grant LESSOR 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 and for at least one maintenance inspection each month. Lessee's failure to keep scheduled appointment with vendor to make necessary/required repairs will cause LESSEE to pay for any additional charges incurred which will then come part of the next month's rent. LESSEE shall not reasonably deny LESSOR his/her rights of entry to the premises. In addition, LESSOR shall have the right to enter in case of emergency and other situations as specifically allowed by law. LESSOR agrees to give LESSEE twenty-four hours notification for entry, except in case of emergency during which LESSOR may enter at any time.

INVENTORY: It is agreed, that the following inventory is now on said premises and LESSEE assumes responsibility for the care and maintenance thereof:

<u>Y</u> Refrigerator	<u>N</u> Intercom System	<u>N</u> Spa Equipment	_____
<u>Y</u> Stove	<u>N</u> Alarm System Equipment	<u>Y</u> Auto Sprinklers	_____
<u>Y</u> Microwave	<u>N</u> Trash Compactor	<u>Y</u> Auto Garage Openers	_____
<u>Y</u> Disposal	<u>N</u> Ceiling Fans	<u>N</u> BBQ - Built-in	_____
<u>Y</u> Dishwasher	<u>N</u> Water Filter Equipment	<u>N</u> Solar Screens	_____
<u>Y</u> Washer	<u>Y</u> Floor Coverings	<u>N</u> Pool Equipment	_____
<u>Y</u> Dryer	<u>Y</u> Window Coverings	<u> </u> Other	_____

VACATE - Upon termination of the tenancy, the LESSEE will surrender and vacate the premises including the removal of any and all of Lessee's property. Before departure, the LESSEE will return keys and personal property listed on the inventory to the LESSOR in good, clean and sanitary condition: normal wear and tear expected. LESSEE will allow LESSOR to inspect in the Lessee's presence, to verify the condition of the premises and its contents.

ASSOCIATIONS - Should the premises described herein be a part of a planned unit development, condominium development or such nature, the LESSEE hereby agrees to abide by the CC&R rules and regulations of such project and further agrees to be responsible for any fines levied as a result of failure to do so by himself, his family, licensees or guest. Such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. In signing this agreement, LESSEE acknowledges receipt of a copy of the applicable CC&R rules and regulations. LESSOR agrees to forward any additions to such CC&R rules and regulations as becomes necessary. LESSOR will forward Rules and Regulations to LESSEE. If Keller N' Jadd is required to resolve a HOA violation, the tenant will be charged an additional \$45.00 for the handling of the resolution of the violation.

INSURANCE - It is advisable that LESSEE should obtain renters and comprehensive personal liability insurance, as landlord's insurance does not cover Lessee's belongings. LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property occurring on the premises or any part thereof, or in common areas thereof, unless such liability is based on the negligent acts or omission of LESSOR, his agent or employee, and LESSEE agrees to hold LESSOR harmless from any claims for damages if caused by the negligent acts or omissions of the LESSEE or his family, licensees, guest and pets.

SMOKE DETECTOR:

1. The premise's is equipped with a smoke detection device(s).
2. It is agreed that LESSEE will test the smoke detector within one (1) hour after occupancy and inform LESSOR Agent immediately if detector(s) is not working properly.
3. It is herewith agreed that Lessee's will be responsible for testing smoke alarm(s) at least once every week by pushing the "push to test" button on the detector for about five (5) seconds. To be operating properly, the alarm will sound when the button is pushed. If there is no sound, LESSEE must inform LESSOR/Agent immediately.
4. Each LESSEE understands that if said smoke detector(s) is a battery operated unit, it shall be LESSEE'S responsibility to insure that the battery is in operating condition at all times. If any smoke detector is inoperable, LESSEE must inform LESSOR/Agent immediately.

ILLEGAL ACTIVITIES PROHIBITED:

1. LESSEE, any member of LESSEE'S household, or a guest or other person under LESSEE'S control shall not engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substances Act, 21, U.S.C. 802).
2. LESSEE, any member of the LESSEE'S household, or a guest or other person under LESSEE'S control, shall not engage in any act intended to facilitate criminal activity, on or near the subject leasehold premises.
3. LESSEE or member of the household or a guest will not permit the dwelling unit to be used for or to facilitate criminal activity including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. LESSEE or members of the household will not engage in the use, manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold premises or otherwise.
5. LESSEE, any member of the LESSEE'S household, or a guest or other person under LESSEE'S control shall not engage in acts of violence, including, but not limited to the unlawful discharge of firearms, on or near the subject leasehold premises.
6. LESSEE, any member of the LESSEE'S household, or a guest or other person under LESSEE'S control shall commit or maintain a public nuisance or to allow any building or boat to be used for a public nuisance. Any persons 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 responsible government entity in our local area. (NRS 202.470).

AGENT FOR OWNER

TENANT(S)

ADDITIONAL RESPONSIBILITIES

1. LESSEE agrees to change filters in the heating and air conditioning systems at least once every month at Lessee's own expense.
2. LESSOR agrees to maintain the heating and air conditioning systems and to 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 the LESSEE.
3. LESSEE shall bear responsibility for all glass replacement, regardless of cause of damage.
4. LESSEE to maintain lawns, shrubs and trees. He/she agrees to water it, keep grass mowed, trees trimmed and in good condition. If the Lessee fails to maintain the landscaping in a satisfactory manner, LESSOR may have the landscaping maintained by a landscaping contractor and charge LESSEE with the actual cost, said costs would become a part of next month rent.
5. LESSOR will be responsible for all major electrical problems that are not caused by tenant neglect. LESSEE is responsible for all minor electrical problems (such as: light bulbs, batteries, fuse, etc.)
6. LESSEE shall be responsible for the installation and maintenance of all additional phone lines and cable outlets. LESSOR must approve the additional phone and cable outlets.
7. LESSOR will not be responsible for screens; LESSEE may put in screens at his own expenses only upon written permission by the LESSOR.
8. Within thirty (30) days of occupancy, if the property has bugs, LESSOR, at LESSEE request, will arrange for and pay for the initial pest control spraying. LESSEE agrees to pay for subsequent monthly pest control spraying fees.
9. Property has been freshly painted (yes) (no) LESSEE will be responsible for any holes or excessive dirt or smudges that will require repainting.
10. Carpets have been professionally steamed cleaned (yes) (no) LESSEE to have carpets professionally steamed cleaned upon move out Y (yes) by a bona-fid steam carpet cleaning company i.e. license, bonded, and insured. Must provide Lessor's agent with receipt of the above work performed.
11. **LESSEE agrees to leave utilities on for five (5) working days after vacating.** Owner will reimburse tenant for each day of use prorated to the last months billing.
12. Locks may be replaced or re-keyed or dead bolts added at the tenant's expense provided tenant informs owner, or owner's agent, and provides owner or owner's agent with a workable key for each new or changed lock.
13. Alarm System: LESSEE shall be responsible for maintenance and monthly service charge.
14. BBQ must be at least ten (10) feet away from the structure.
15. Water Softener: LESSEE shall be responsible for maintenance i.e. adding plain rock salt only.
16. N/A agrees to maintain pool/spa service on a weekly basis to include adding chemicals when needed. Water level shall never be allowed to drop from the bottom of the tile. LESSEE agrees to pay for all repairs, replacements and maintenance caused by his misconduct or negligence of that of his family, pets, licensees and invitees and at LESSOR'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.

ADDITIONAL TERMS: There will be additional fees for eviction process not limited to Constable, Court filing and locksmith fees. Additionally, there are fees for 5-Day pay or Quit Notice and a fee for 24-hour Summary Eviction Notice. All late rents to be paid in certified funds.

STANDARD OF PROOF: Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence

CHANGES MUST BE IN WRITING – No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendments shall be in writing and signed by each party.

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.

NEVADA LAW GOVERNS - This agreement is executed and intended to be performed in Clark County in the State of Nevada and the laws of the State of Nevada shall govern its interpretation and effects.

FORUM FOR JUDICIAL OR ARBITRATION PROCEEDINGS - The parties agree that Clark County, Nevada, is the appropriate forum for any judicial arbitration action relating to this Agreement.

CERTIFICATE OF MAILING – Any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received three (3) days after a letter containing such notice, properly addressed, with postage prepaid is deposited in the United States Mail to the following addresses by Certificate of Mailing:

Agent: <u>Keller Management dba</u> <u>KELLER N' JADD</u> <u>2445 W Horizon Ridge Pkwy Ste 100</u> <u>Henderson, NV 89052</u>	To the Lessee: _____ _____ _____ Contact E-mail _____
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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.

VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE AGRFEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Agreement shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the Agreement. Unless otherwise provided by law, proof of violations shall not require criminal conviction, but shall be by a preponderance of the evidence.

SIGNATURES- the party(s) signing this agreement warrants and agrees that he/she has the authority to sign for all other tenants. The above Agreement is accepted and agreed to jointly and severally. The undersigned have read the above contract and understand and agree to all provisions thereof and further acknowledge that they have received a copy of said contract.

_____	_____	DATE _____
(AGENT FOR OWNER)	LESSEE	

_____	_____	DATE _____
DATE	LESSEE	