

SAMPLE
RESIDENTIAL LEASE AGREEMENT

SAMPLE

Manago Management, LLC

Manago Management, LLC

1651 E. Sunset Road, Suite #A-106
Las Vegas, NV 89119
Office: (702) 614-8007
www.ManagoManagement.com

Page 1 of 5

RESIDENTIAL LEASE AGREEMENT

By this agreement made and entered into this date _____ between _____ herein referred to as Lessee or TENANT, and, Manago Management LLC., it's Agents, Brokers, Property Managers and/or Assigns Herein referred to as Lessor or Landlord or agent for the owner. Lessee hereby offers to rent from the lessor the premises situated in the County of Clark, State of Nevada, commonly described as:

Lessee stipulates that he has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of signing of this lease, in good order, repair, safe, clean, and habitable condition. At the expiration of the lease term, lessee shall quit and surrender the premises hereby in as good state and condition as they were at the commencement of this lease. If lessee surrenders the premises in a state unacceptable by the lessor, the lessor may charge a cleaning/damage fee; the fee may be taken from the security deposit. A move-out inspection document will be utilized to assess the overall condition of the premise upon vacating by the tenant.

OWNERS: The owner (s) of this specific dwelling to be rented based on recorded county records are:

(NRS 118A.260)

Owner's name & address

TERM: ONE YEAR. The term hereof shall commence on _____ and continue until _____. If either party needs to terminate this lease, he/she should give the other party 30 days written notice delivered by certified mail or other method acceptable by both parties. Should lessee remain in possession of the premises with the consent of lessor after the natural expiration of this lease, the tenancy period will become a month-to-month tenancy that shall be subject to all the terms and conditions as this original lease agreement. In the event Lessee terminates agreement prior to the expiration date, said security deposit is hereby forfeited in full. If tenant vacates before the term ends, or tenant fails to give proper notice or does not give any notice to vacate, tenant will be liable for the balance of the rent for the remainder of the term. However, All reasonable methods will be utilized to re-rent the premises to avoid tenant's obligation to the contractual term.

RENT: Lessee agrees to pay to Lessor as rent for the premises the sum of \$ _____ per year, payable in monthly payments of \$ _____, upon the 1st day of each calendar month to the Lessor. In the event rent is not paid within three (3) days after the due date, lessee agrees to pay a late charge of 5% of the rental amount. Rent due plus late charge must be paid in order for tenancy to be reinstated to current from delinquent. If a notice of service is initiated by the landlord, said serving fee incurred by the landlord must also be paid with all outstanding balance due landlord. Partial payments may not be accepted. **A charge of \$50.00 will be assessed to the tenant's total delinquent balance if a "5-day notice to pay or quit" is served to the tenant.** Any failure by lessee to pay rent when due, or perform any term hereof shall, at the option of the lessor, terminate all rights of lessee hereunder. Eviction proceedings will immediately commence for failure to pay rent when requested by the lessor. All charges such as court fees, Constable serving fees, administrative fees that are incurred and demanded by the lessor must be paid for by the tenant that is delinquent with their rental payments. The Eviction process will be in accordance with Nevada Revised Statutes (NRS) chapter 118A.

PAGE 2 of 5

If any check offered by tenant to landlord in payment of rent or any other amount due under this agreement is returned for lack of sufficient funds, a "stop-payment" or any other reason, the tenant will pay landlord a returned check charge of \$50.00. Tenant must immediately pay the balance due as a result of the "bounced check" plus penalties due landlord. Failure to immediately make good on the insufficient check and penalties imposed will result in the immediate eviction proceedings to commence. Tenant should be aware of the criminal sanctions and penalties for issuance of a check, which the tenant knows, is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor. Lessee shall pay all future rental payments by certified funds thereafter. 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. Lessor is not responsible for lost or misdirected mail or mail with insufficient postage. The latter will not serve as an excuse or reason for late rent, late fees will still be charged accordingly. Rent payments must be delivered to the address indicated on the correspondence addendum attached. It is expressly understood that this agreement is between the lessor and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

SECURITY DEPOSITS/OTHER DEPOSITS: Tenant is required to pay a security deposit as a condition of the tenancy requirement for the renting of said dwelling, in the amount as stipulated on Page 6 of this agreement. Security deposit is Not applicable to last month's rent or to 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, such amounts as reasonably necessary to remedy: defaults in the payment of rent, repair damages to the premises other than normal wear and tear, and payment of the reasonable costs of cleaning of the exterior and/or interior of the premises. The termination of the tenancy is contingent upon the surrender of all the dwelling's keys. In the event Lessee terminates agreement prior to the expiration date, said security deposit is hereby forfeited in full. All deposits will be placed into a bank account under the landlord's control. Any and all interest, if any, accruing therefore shall be the property of the landlord as compensation for maintaining and administering the account. The security deposit shall be accounted for and settled with the tenant within thirty (30) days of vacating said dwelling according to Nevada Revised Statutes.

NUMBER OF OCCUPANTS: Lessee agrees that the premises shall be occupied by no more than _____ persons, consisting of _____ adult(s) and _____ child (ren). Occupants of the premises shall be limited to:

//////////nothing follows////

In no event shall any guest remain on the premises for more than 30 days.

USE OF PREMISES AND RESTRICTIONS: The premises shall be used and occupied by lessee exclusively as a private single family residence (dwelling) used solely for housing accommodations and for no other purpose 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, home owner's association by-laws/rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected thereto, during the term of this lease. Lessee hereby agrees to abide by the CC & R's, rules and regulations of any homeowners association or management company that may have authority if this premise belongs to such an association. Lessee further agrees to be responsible for any and all 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. Lessee shall not commit waste, excessive noise or create a nuisance in on or about the premises or other unreasonable disturbances to others. All Home Owner's Association fines or charges imposed on the landlord that is caused by the tenant's action or lack thereof will be passed through to the tenant. The manager may initially pay for any fines and/or charges imposed on the dwelling by the Homeowner's Association, however, the tenant will be charged the actual fine imposed plus an administrative charge of \$25.00.

RESTRICTIONS: Tenant shall not have a waterbed on the premises. Tenant shall not keep or permit to be kept in, on, or about the premises; boats, campers, trailers, recreation vehicles, mobile homes, non-operative vehicles, non-registered vehicles, without the written consent of the landlord. No mechanical work on vehicles shall be permitted on premises.

ENTRY AND INSPECTION: Tenant shall permit owner or owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, or appraising, or showing the same to prospective tenants and/or purchasers, or for making necessary repairs. Tenant shall not reasonably deny Lessor his/her rights of entry to the premises. Lessor shall have the right to enter in case of emergency and other situations as specifically allowed by law.

PAGE 3 of 5

MOVE-IN INSPECTION: Tenants should note any and all defects of the property and should submit their form noting any and all defects to landlord within 5 days of taking possession of the property in order to be credited for pre-existing conditions at the move-out inspection.

ASSIGNMENT AND SUBLETTING: Lessee shall not assign or transfer this agreement or sublet any portion of the premises without written consent from the lessor. An assignment, subletting, transfer, concession, or license without the prior written consent of lessor, shall be in violation of this agreement and shall at lessor's option terminate this lease.

RENTER'S INSURANCE: It is highly advisable and recommended by the lessor, that lessee obtain renter's insurance to insure their personal property from unforeseen damages that may occur within the premises while residing on the property. **NOTE:** Landlord's insurance does **not** cover lessee's belongings. (*Lessor's homeowner's insurance (hazard insurance) will not provide compensation to lessee for damage to their personal property.*)

UTILITIES/SERVICE: Lessee shall be responsible for arranging for and paying for **ALL** utility services required on the premises, except that **Garbage/Trash, Sewage/Sewer, Association Dues, Taxes and Assessments** shall be provided by lessor. Lessee shall **IMMEDIATELY** connect all utilities and services of the premises upon commencement of this lease and have the utility service billings placed in the tenant's name. Manager and/or Landlord will have the utility services shut off in their name within 3 days after the signing of this lease. Any default by the tenant in providing timely payment to the utility providers shall be material breach of this lease or failure to transfer the utility billings in the tenant's name. Lessor will not be responsible for the payment to the utility provider in cases where tenant fails to pay their utility bills and results with the shutting off of the utility service(s).

MAINTENANCE and REPAIRS: Lessee shall report to the lessor any defect or natural wear pertaining to plumbing, wiring or workmanship on the premises. Lessee shall be responsible for any repairs necessary to the subject premises **up to** and including the cost of **\$45.00** (e.g., light bulbs, batteries, air filters, fuses, home warranty co-pay, etc.) Lessee agrees to pay for all repairs, replacements and maintenance caused by his misconduct, negligence and that of his family, pets, licensees, invitees, or guests, 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 agrees, at lessee's expense, to change the filters in the heating and air conditioning systems regularly to avoid dust build-up/restriction that may render the unit inefficient. 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 the rented premises. All repairs shall be conducted according to Lessor's management policy. No maintenance repairs above the capacity of the tenant are to be performed by the tenant.

Lessee agrees to maintain lawns, shrubs, and tress. Lessee agrees to water same, 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 cost of such landscaping maintenance. Said cost will become a part of the next monthly rent.

If the property has an alarm system, lessee may have the alarm activated at lessee's expense. Lessee shall bear responsibility for the maintenance and monthly monitoring fee and other service charges imposed by the alarm company.

AFTER HOURS MAINTENANCE: Lessee may elect to contact the Manager to perform after hours maintenance (After 5:00 P.M. weekdays), However, **Lessee will be charged a fee in the amount of \$65.00 for any maintenance service that is performed after normal business hours**

PEST CONTROL: Within 60 days of occupancy, if the property has pest (bugs, rodents, etc.) Lessor, at lessee's request, will arrange for and pay for the initial pest control until such pest has been controlled (maximum 60 days of treatment). Then **lessee**, at their discretion, may schedule and pay for monthly pest maintenance/control.

PAGE 4 of 5

INVENTORY: Property inventory includes:

Stove _____	Microwave _____
Dishwasher _____	Washer _____
Refrigerator _____	Dryer _____
House entry keys _____	Mailbox keys _____
OTHER EQUIPMENT _____	
Pool keys _____	Clubhouse keys _____
Remote garage door opener _____	Other keys _____
Window coverings _____	Ceiling fans _____
Pool & Spa equipment _____	Water conditioning equipment _____

And all other items that would constitute as fixtures to the said property.

ALL properties listed above must be accounted for upon surrendering said premise by virtue of vacating, either voluntary or involuntary prior to the return of security deposit, pet deposit, and other deposit, if any. Any deposit(s) to be released to tenant upon the termination of the tenancy is contingent upon the return or surrender of the above items in a condition that are the same or better than the commencement of the tenancy.

INDEMNIFICATION: Lessor shall not be liable for any damage or injury to tenant, or any other person or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and tenant agrees to hold owner harmless from any claims for damages no matter how caused.

Attorneys fees; in the event that owner shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the premises, owner shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Partial invalidity: In the event that any provision of the 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.

In the event of a default or breach to this agreement by the tenant(s), owner may elect to (a) enforce all his rights and remedies hereunder, including the right to recover money damages for the default, or (b) at any time, terminate all of tenant's rights hereunder and recover from tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could have been reasonably avoided. Lessor may then re-enter the premises and remove all persons therefrom.

Violations of any part of this agreement shall be material violation of the entire agreement 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 violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

ABANDONMENT: If at any time during the term of this lease, lessee abandons the premises or any part thereof, lessor may enter the 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 re-lease the premises or any part thereof, for the whole or any part of the then un-expired term, and may receive and collect all rent payable by virtue of such re-leasing, and hold lessee liable for any difference between the rent that would have been payable under this lease during the balance of the un-expired term, if this lease had continued in force, and the net rent for such period realized by lessor by means of such re-leasing. 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 any manner lessor shall deem proper and is hereby relieved of all liability for doing so.

PAGE 5 of 5

ANIMALS/PETS: Lessee shall keep no domestic and/or exotic animals on or about the leased premises without the written consent of lessor. Tenant shall not keep or harbor any vicious animals on or about the premises. A **Pet Agreement Rider** must be attached to this contract if an animal is allowed by the lessor. Tenant agrees to abide by all pet/animal rules and restriction imposed by the lessor and as stipulated therein. Animals allowed will be at the discretion of the landlord and that privilege of allowing such animals to be kept on the premise may be revoked at any time by the landlord without cause. Additional security deposit (pet deposit) may be required and paid in advance for allowing an animal to be kept on the premise. Lessee agrees to indemnify lessor for any and all liability and damages which lessor may suffer as a result of lessee's pet/animal. Animals kept and used in the assistance with human disabilities (service animals) are exceptions to this policy; the burden of proof shall be the responsibility of the tenant. Any breach by the tenant in abiding by the rules imposed on them relative to their pets by the lessor will be considered a breach of this rental agreement, and lessor may terminate the tenancy.

ALTERATIONS AND IMPROVEMENTS: Lessee shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior written consent of lessor. All alterations, including adding additional phone/cable lines, changes, and improvements built, constructed, or placed on the premises by lessee, must have written authorization from the landlord/manager. Unless otherwise provided by written agreement between lessor and lessee, all improvements and/or alterations be construed as a fixture and be the property of lessor and remain on the premises at the expiration or sooner termination of this lease. Lessee shall be responsible for all repairs required for damages caused by their alterations and improvements to the property. Lessee shall be responsible for restoring the premises to the original condition.

DESTRUCTION OF THE PREMISES: In the case of the property being destroyed by fire or other calamities, this lease agreement may be terminated by the landlord. The declaration of non-habitability by any governing agencies such as firefighting personnel or condemnation of the dwelling by any government agencies shall also serve as the basis for the termination of this lease. If the property is unfit for habitable use due to the destruction of the premise either in whole or in part, then the landlord shall terminate this lease.

Lessor shall not be liable for any damage or injury to tenant, or any other person or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and tenant agrees to hold owner harmless from any claims for damages no matter how caused. The owner may pursue legal action against the tenant if the destruction of the premise is caused by the tenant, their invitees, or guest and regardless whether the damages are caused by accident or intentional.

CHARGES AND DEPOSIT RECEIPT

Must be paid prior to occupancy

RECEIVED

Security deposit	\$ _____
Cleaning Charge (Non-Refundable)	\$ _____
Transmitter, Gate, Remoter garage door opener	\$ _____
House key Deposit	\$ _____
Pet deposit (If applicable)	\$ <u>250.00</u>
Administrative fee (non-refundable)	\$ <u>60.00</u>
Application fee (Non-Refundable)	\$ _____
Credit report fee	\$ _____
Last month's rent	\$ _____
Other-----	\$ _____

TOTAL: \$ _____

Additional Monies Due: _____ **For:** _____

RECEIVED from _____ herein referred to as lessee, the sum of _____
Evidenced by _____. Upon acceptance of this payment by the lessor, will make this lease valid and in effect as of the date signed.

The foregoing constitutes the entire agreement and may include addendums and/or attachments between the parties and supersedes or replaces all other past or present leases, contracts or rental agreement that both parties may have, (Novation). This rental agreement may be modified or amended only by mutual consent in writing signed by both parties. Violations of any provisions shall be material violation of the agreement and good cause for termination of tenancy.

The preceded agreement is accepted and agreed to jointly and severally. The undersigned have read this contract and understands and agrees to all provisions thereof and further acknowledge that they have received a copy of said contract. In case of conflict between the provisions of an addendum and any other provisions of the agreement, the provisions of the addendum shall govern. Please seek legal aid and/or counsel if you do not understand any parts of this agreement.

Tenant Print Name and Sign and Date

Owner of record Print Name and Sign or Property Mgr.

Tenant Print Name and Sign and Date

Owner of record Print Name and Sign or Property Mgr.

Tenant Print Name and Sign and Date

Property Manager or Agent for the Owner
Manago Management, LLC

PAGE 1 of 2

PET AGREEMENT RIDER
(ADDENDUM TO RENTAL AGREEMENT)

The rental agreement specifically prohibits keeping pets without the owner's permission, tenant agrees to the following terms and conditions in exchange for this permission.

Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and an additional amount of \$250 must be added to their security deposit, any of which may be used for cleaning, repairs, or damages caused by their pet when tenants vacate.

1. Tenants agree to keep their pets under control at all times and agree not to leave their pet unattended for any unreasonable periods. Tenants also agree to dispose of their pet's droppings properly and quickly.
2. Tenants agree not to leave food or water for their pet or any other animal outside their dwelling.
3. Tenants agree to keep their pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the owner or by the neighbors to the tenant.
4. Tenants agree not to purposely breed or allow their pet to have offspring's.
5. **All Cats must be neutered/spayed and declawed, otherwise the cats will not be allowed on the premise. No exception**
6. No more than 2 dog or 2 cats or a combination thereof may be allowed on the leased dwelling. Only the owner and/or Manager may modify the number of pet(s) allowed on the premises. Other pets will be at the discretion of the Manager or Owner.
7. Tenants agree that owners reserve the right to terminate the tenancy should tenants break this agreement.
8. Tenant agrees that this agreement covers the described named pet below only and that no other pets are authorized.
9. Tenants agree to keep their pet in accordance with the applicable homeowner's association CC & R's, local government ordinances, and any government laws, statutes, and/or conditions.

Our Home Owner's Insurance Policy clearly prohibits the harboring and possessing of the following pets/animals within the compounds of the rental dwelling. No animals of such breeds will be allowed on the premises. **No exception.**

- | | | | |
|--------------|------------------|-------------------------|-------------------|
| * Pit Bull | * Presa Canarios | * Bull Mastiff | * Boxer |
| * Doberman | * Wolf Hybrids | * Akitas | * German Shepherd |
| * Rottweiler | * Great Dane | * Staffordshire Terrier | |
| * Chow | * Siberian Husky | * Bull Terrier | |

THE FOLLOWING PET(S) ARE ALLOWED ON THE RENTAL PROPERTY WITH THE OWNER'S PERMISSION.

NOTICE: The Henderson Municipal Code pertaining to animal noise reads:

It shall be unlawful for any person to own, keep, harbor or possess any animal, which, by loud or frequent habitual barking, yelping, braying or other noise, causes annoyance to the neighborhood, or to any person in the vicinity.

It is also against state law under Summary NRS 202.470 to create a public nuisance or to allow any building to be used for a public nuisance. Nuisance such as to allow dogs to bark or yelp uncontrollably. 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 office.

Any violation of the above rules constitute a violation of this rental agreement and the landlord may terminate this agreement in its entirety and may request the assistance of the City Constable and/or Animal Control Agency for the proper eviction of the tenant and the removal of their animal/pets.

CORRESPONDENCE

PLEASE SEND RENT PAYMENT AND ALL CORRESPONDENCE TO:

Manago Management, LLC
ATTN: Property Management Division
P.O Box 94556
Las Vegas, NV 89193

MAKE CHECKS PAYABLE TO:

- 1.) **Manago Management**
- 2.) **Write property address on the memo line or "for" line, (bottom left corner of check)**

REMEMBER:

- 1.) **Rent is due on the 1st of every month.**
- 2.) **Rent is late after the 3rd of the month. Late charges may apply.**
- 3.) **A pay or quit notice may be served by the 8th of the month. A serving fee in the amount of \$50.00 will be due with your rent payment, along with late charges.**
- 4.) **Exceptions with the above may apply if the dates fall within holidays and/or weekends.**

Call if you have any questions,

Property Manager/phone #

Manago Management, LLC
(702) 614-8007

*Manago Management, LLC***UTILITIES/SERVICE****Property Address:** _____

Lessee shall immediately connect all utilities and services of the premises upon commencement of this lease.

<u>SERVICE</u>	<u>PROVIDER</u>	<u>CONTACT PHONE</u>
Electricity/Power	Nevada Power:	367-5555
Water Service	Las Vegas Valley Water District:	870-4194
Water Service	City of North Las Vegas (Water)	633-1484
Water Service	City of Henderson (Water)	267-5900
School	Clark County School District	799-7573
Natural Gas	Southwest Gas Corporation:	365-1555
Phone Service	Sprint Communications:	244-7400
Cable TV	Cox Communication (Cable)	383-4000
Internet cable service	Cox Communication (Cable)	383-4000
	Sprint Communications:	244-7400
Trash/Sanitation	Republic Silver State Disposal	735-5151
Sewer Service	Clark County Sanitation District	458-1180
	City of Henderson	267-5900
Hospital	University Medical Center (UMC)	383-2000
Motor Vehicle Registration	Nevada Dept. of Motor Vehicles	486-4368

Call if you have any questions,

Property Manager and phone #

Statutory Disclosure for Residential Leases

NRS 118A.200(1) requires in any written rental agreement for the use and occupancy of a dwelling unit or premises, the following disclosure:

It is a misdemeanor to commit or maintain a public nuisance 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.
 Summary NRS 202.470, 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 your local area such as the code enforcement division of the county/city government or the local health or building departments."

Public Nuisance Defined NRS 202.450.

1. A public nuisance is a crime against the order and economy of the state.
2. Every place:
 - (a) Wherein any gambling, bookmaking or pool selling is conducted without a license as provided by law, or wherein any swindling game or device, or bucket shop, or any agency therefore is conducted, or any article, apparatus or device useful therefore is kept;
 - (b) Wherein any fighting between animals or birds is conducted;
 - (c) Wherein any dog races are conducted as a gaming activity;
 - (d) Wherein any intoxicating liquors are kept for unlawful use, sale or distribution;
 - (e) Wherein a controlled substance, immediate precursor as defined in NRS 453.086 or controlled substance analog as defined in NRS 453.043 is unlawfully sold, served, stored, kept, manufactured, used or given away; or
 - (f) Where vagrants resort, is a public nuisance.
3. Every act unlawfully done and every omission to perform a duty, which act or omission:
 - (a) Annoys, injures or endangers the safety, health, comfort or repose of any considerable number of persons;
 - (b) Offends public decency;
 - (c) Unlawfully interferes with, befoils, obstructs or tends to obstruct, or renders dangerous for passage, a lake, navigable river, bay, stream, canal, ditch, millrace or basin, or a public park, square, street, alley, bridge, causeway or highway; or
 - (d) In any way renders a considerable number of persons insecure in life or the use of property, is a public nuisance.
4. Agricultural activity conducted on farmland consistent with good agricultural practice and established before surrounding nonagricultural activities is not a public nuisance unless it has a substantial adverse effect on the public health or safety. It is presumed that an agricultural activity, which does not violate a federal, state or local law, ordinance or regulation, constitutes good agricultural practice.
5. A shooting range is not a public nuisance with respect to any noise attributable to the shooting range if the shooting range is in compliance with the provisions of all applicable statutes, ordinances and regulations concerning noise:
 - (a) As those provisions existed on October 1, 1997, for a shooting range that begins operation on or before October 1, 1997; or
 - (b) As those provisions exist on the date that the shooting range begins operation, for a shooting range in operation after October 1, 1997. A shooting range is not subject to any state or local law related to the control of noise that is adopted or amended after the date set forth in paragraph (a) or (b), as applicable, and does not constitute a nuisance for failure to comply with any such law.
6. As used in this section, "shooting range" has the meaning ascribed to it in NRS 40.140.

Tenant acknowledges receipt of Statutory Disclosure, or alternatively, Landlord, Landlord's agent or Property Manager, attests to delivery of said Statutory Disclosure to Tenant.

_____ Dated: _____
 Tenant

Property Address: _____

CRIME FREE LEASE ADDENDUM

ANY VIOLATION OF THE FOLLOWING STATEMENT SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS LEASE/CONTRACTUAL AGREEMENT.

Tenants, any member of the tenant’s household, a guest or any other person affiliated with the resident at or near the resident premises must comply with the following, and any violation of the following provisions shall be material and irreparable violation of the lease and good cause for immediate termination of tenancy.

- 1.) Summary of NRS 202.470. It is a misdemeanor to commit or maintain a public nuisance 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 and will be subject to removal from the dwelling.
- 2.) 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 your local area such as the code enforcement division of the county/city government or the local health or building department.
The above notice is in compliance with NRS 118A effective July 1st, 2001.
- 3.) Tenants or their invitees, or guest shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Nevada Revised Statutes.
- 4.) Tenants or their invitees, or guest shall not engage in any act intended to facilitate criminal activity and will not permit the dwelling unit to be used for, or to facilitate criminal activity. Tenants shall not engage in any acts of prostitution, criminal street gang activity, threatening or intimidating, the unlawful discharge of firearms, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agents or other tenant or involving imminent or actual serious property damage.
- 5.) Tenants or their invitees, or guest shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Nevada Revised Statutes.
- 6.) **Suspected** drug activity on said premises will be considered a breach of the lease and cause for immediate eviction. Lessee, any member of lessee’s household, or a guest or other person under lessee’s control shall not engage in criminal activity, shall not engage in any acts intended to facilitate criminal activity, shall not engage in any acts of violence, on or near the subject leasehold premises. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- 7.) Tenants shall not use the premise for any commercial enterprise or for any purpose which is illegal or criminal and unlawful against State, Federal, City or County ordinances nor shall tenants commit waste, excessive noise or create a nuisance in on or about the premises or other unreasonable disturbances to others.

DEFAULT: Failure by 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 a default hereunder. Upon default, lessor may at their option, terminate this tenancy upon giving proper notice. Lessor may thereafter pursue any and all legal and equitable remedies for the collection or default thereof. 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.

ADDITIONAL TERMS AND CONDITIONS:

TENANTS (Print, Sign, Date)

TENANTS (Print, Sign, Date)

Manago Management, LLC

***ADDITIONAL TENANT RESPONSIBILITY and Other
DISCLOSURES***

- 1.) Tenant agrees to change filters in the heating and air conditioning systems at least once every month, at tenant's own expense. Any repairs to the heating or cooling system caused by dirty filters due to tenant neglect will be the responsibility of the tenant.
- 2.) Any repairs that are needed and caused by tenant's actions or lack thereof will be the responsibility of the tenant.
- 3.) Broken windows or any glass replacement, regardless of cause of damage shall be the responsibility of the tenant.
- 4.) Tenant shall be responsible for all minor electrical problems such as light bulb replacement, batteries, fuses, etc.
- 5.) BBQ grills must be at least ten feet away from the structure.
- 6.) If entry locks must be changed due to tenants action (lost key, unauthorized persons having keys, misplaced keys, etc.), tenants will be charged accordingly for such expense incurred.
- 7.) Tenant must turn-off the water valve to the washing machine if the tenant is leaving the dwelling for long periods of time (Vacation, out-of-state trips, other travel, etc.), to insure that no flood damage occur from a ruptured or burst washing machine hose.
- 8.) Tenants will respect other neighbor's privacy and will abide by city/county ordinance relative to noise control, pet control, car repair noise, and minimize other nuisance activity.

Renter's Insurance Disclosure

Dear Tenants:

We thought that you might like to know how you are affected by the insurance policy that we carry on the home that you occupy. We carry a Landlord's coverage policy. Our policies cover only the building itself where you live. They do not cover any of your belongings against damage or disappearance, nor do they cover you for negligence should you, for example, leave a burner going under a pan and start a fire that damages the kitchen.

To protect yourself against these calamities, you should get insurance coverage under a tenant's insurance policy. Most insurance companies and agents will write such a policy for you.

We strongly urge and recommend that you acquire renter's insurance to cover the potential loss of any property owned by the occupants of the premises that you are renting. Also, renter's insurance may cover additional claims that may arise due to unforeseen circumstance caused by the occupants of the dwelling that you inhabit. Inquire with a professional insurance agent for more information about renter's insurance.

For the peace of mind that it gives, a tenant's insurance policy is reasonable indeed.

SWIMMING POOL AND/OR SPA ADDENDUM

- 1.) Tenant agrees to maintain and clean pool.
- 2.) Tenant agrees to provide for the ongoing expense of maintaining a pool and/or spa.
- 3.) Tenant agrees to maintain the water level, sweep, clean, and keep in good condition all pool equipment and/or accessories.
- 4.) If tenant fails to maintain the pool in a satisfactory manner, lessor may have the pool maintained by a licensed pool service provider and charge the tenant with such service. Tenant will be responsible with the actual cost of the pool service and may be responsible for the administrative charge incurred by the management company for the coordination of such pool service.
- 5.) Tenant will be responsible for any damage caused by them, their invitees, and/or guest. Tenant agrees to immediately repair any such damage incurred by their actions.
- 6.) Lessor is not liable for any injuries caused by tenants with the use of the pool, spa, any pool accessories, and/or pool/spa equipment.

SMOKE DETECTOR ADDENDUM

- 1.) The premises is equipped with smoke detection devices
- 2.) It is agreed that tenants will test the smoke detector within one hour after occupancy and inform Lessor/Agent immediately if detector(s) are not working.
- 3.) It is herewith agreed that tenant will be responsible for testing smoke alarms at least once every week by pushing the "push to test" button on the smoke detector for about five seconds. To be operating property, the alarm will sound when the button is pushed. If there is no sound. Tenant must inform Lessor/Agent immediately.
- 4.) Each tenant understands that if said smoke detectors are battery operated units, it shall be tenants responsibility to insure that the battery is in operating conditions at all times. If any smoke detector is inoperable, tenant must inform lessor/Agent immediately.

ADDITIONAL TERMS AND CONDITIONS:

Tenant's Agree to Comply with the above stated request and agree to have been informed with such disclosures.

TENANTS (Print, Sign, Date)

TENANTS (Print, Sign, Date)

Disclosure of Information on Lead-Based Paint and / or Lead-Based Paint Hazards

Lead Warning Statement

Section 1018 of the *Residential Lead-Based Paint Hazard Reduction Act of 1992* requires Landlords to disclose information to Tenants about the hazards of lead-based paint. 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, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord’s Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant’s Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family from Lead in Your Home. (Download at <http://www.hud.gov/offices/lead/outreach/leapame.pdf>)

Agent’s Acknowledgment (initial)

(e) _____ Agent has informed the Landlord of the Landlord’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord Date

Landlord Date

Tenant Date

Tenant Date

Agent Date

Agent Date