

Residential Lease/Rental Agreement



Between Property Management and Tenant
(For Use by Permitted Property Managers)



1 This form is intended to be used by a permitted property manager. NRS 118A applies to, regulates
2 and determines rights, obligations, and remedies under rental agreements in Nevada. Before
3 employing this form, please consult legal counsel regarding its applicability to your intended use
4 and any revisions to NRS 118A.

5
6 Property Address (herein referred to as "Premises"): _____
7 City _____ County _____ State of Nevada Zip _____

8 RECEIVED FROM _____,
9 hereinafter designated as the TENANT, the sum of \$ _____.

10 This consideration is being made as a deposit and upon acceptance of this Agreement, the above deposits shall be applied
11 as follows:

Table with 4 columns: Description, Total Amount, Amount Received, Amount Due Prior to Occupancy. Rows include Rent from, Security Deposit, and multiple Other entries.

22
23 ADDITIONAL MONIES DUE: _____
24 _____
25 _____
26 _____
27 _____

28
29 OWNER The principal or corporate owner(s) of the Premises is:
30 _____

31
32 MANAGEMENT The Licensee (herein referred to as "Management") is authorized to act on behalf of and may be
33 compensated by the Owner. Management includes, but is not limited to, Process Serving; delivering notices and demands as
34 follows:

35 _____ Phone number _____

36 IF this Agreement is not accepted and executed by the Management within _____ business days after execution by the
37 prospective TENANT, THEN the entire deposit received above shall be returned to the prospective TENANT, excluding
38 [] Application Fee of \$ _____ [] _____.

39
40 RENT The monthly rent will be in the amount of \$ _____ per month, payable in advance and due on the _____
41 day of the month. The payment is made payable to _____ and mailed
42 or delivered to _____ at Address: _____
43 City _____ State _____ Zip _____ or _____.

44 Satisfaction of Rent shall be considered all monies owed including, but not limited to monthly rent, security deposits,
45 utilities, late fees, bank charges, and/or court costs. Any and all fees are considered over and above the normal monthly
46 payment and must be paid in full in order for rent to be considered paid in full. Monies received will be applied to the oldest
47 balance first. Rent payments are the sole responsibility of the TENANT without notice or demand.

Property Address: _____

1 **TERM**

2 The term of this Agreement shall be approximately _____ months, beginning on _____ and terminating
3 on _____, at _____ A.M. P.M., for a total rent, not including deposits, other fees and/or potential charges,
4 interest and/or damages, of \$ _____. A 30-day written notice of intent to vacate is required of the TENANT 30 days
5 prior to the expiration of this Lease/Rental Agreement. TENANT shall be responsible to pay rent and otherwise comply with
6 all the terms of this Agreement during the 30 days following delivery of written notice, up to and including the termination
7 date.

8 Renewals of this contract must be in writing and signed by all parties or lease will automatically be extended on a month-to-
9 month tenancy until either party gives 30-day written notice. Proration will be made at \$ _____ per day.

10 **OR**

11 The term of the Agreement shall be on a month-to-month basis beginning on _____ and shall continue until
12 either party gives a 30-day written notice of termination. TENANT shall be responsible to pay rent and otherwise comply
13 with all the terms of this Agreement during the 30 days following delivery of written notice.

14
15 **LATE FEE** In the event the rent is not received by the _____ day of each month, TENANT agrees to pay a "late fee" of
16 5% of the total monthly rent. No late fee may be charged or imposed until at least three calendar days after the date that rent
17 is due.

18
19 **NON-SUFFICIENT FUNDS** The TENANT further agrees to pay \$ _____ plus any bank charges for any
20 dishonored payment. If a payment does not clear as a result of non-sufficient funds, late fees shall apply.

21
22 **RENT INCREASE** The rent can be increased following the initial lease term with a minimum of sixty (60) day written
23 notice prior to the date the increase takes effect.

24
25 **NOTICE OF INTENT TO VACATE** Should TENANT vacate prior to the expiration of the rental term, it shall be
26 considered a Breach of Agreement as defined in this contract. Upon expiration of the rental term and in absence of written
27 Notice of Intent to Vacate by the TENANT, rental shall continue on a month-to-month basis subject to all terms and
28 conditions, until either party gives a 30-day written notice to terminate the Agreement. Notice of Intent to Vacate must be in
29 writing and delivered to Management prior to the first day of the last month of the lease term. As presumed under Nevada
30 law, TENANT'S absence from Premises for a period of time equal to one half of the time for periodic rental payments, while
31 all or any portion of the rent or other monetary obligation of TENANT remains unpaid, constitutes an abandonment of the
32 Premises and entitles Management to, at their option, take possession of the Premises.

33
34 **EVICTION** If TENANT defaults in the payment of rent or any other term of this Agreement and said default is not
35 immediately cured, Management may terminate this Agreement in the manner required by law. TENANT shall surrender the
36 Premises and pay all sums which Management may be entitled to, including but not limited to, reasonable attorney fees,
37 damages, and all other expenses to the maximum extent permitted by Nevada law.

38
39 **ASSIGNMENT OR SUBLETTING** The TENANT will not assign or sublet any portion of the Premises without written
40 approval from Management.

41
42 **USE OF PROPERTY** The Premises will be used exclusively as a residence. Any guest(s) staying more than _____ days
43 in a calendar year without prior written consent of Management constitutes a material breach of this Agreement. No business
44 of any type may be conducted on/or from the Premises unless prior written consent of Management is obtained and TENANT
45 complies with all licensing and other legal requirements of business. Management reserves the right to require TENANT to
46 obtain increased liability insurance in an amount to be determined at its sole discretion and/or to increase the Security Deposit
47 on the Premises.

48
49 **NAMES OF TENANTS ON THE PREMISES** The following are the names of those authorized to reside on the
50 Premises:

51 _____
52 _____

Property Address: _____

1 **UTILITIES** The TENANT will be responsible for the payment of all utilities and services of the Premises during the term
2 of the entire lease term, including, but not limited to, gas, electricity, garbage and water, with the exception of
3 _____
4 which shall be paid by Management. If TENANT does not comply, Management may instruct the utility provider(s) to
5 terminate service.

6
7 **ANIMALS** No animals will be allowed on the Premises without prior written consent of Management.

8
9 **FAIR HOUSING** Management and TENANT understand the state and Federal Fair Housing laws prohibit discrimination
10 in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religious creed, color, national origin,
11 disability, sexual orientation, gender identity or expression, ancestry, familial status or sex.

12
13 **RULES AND REGULATIONS** TENANT will comply with all statutes, ordinances and requirements of any municipal,
14 state and federal authorities having jurisdiction over the Premises. TENANT has a right to display the US Flag in
15 accordance with NRS 118A.325.

16 [_____/_____] TENANT acknowledges receipt of and agrees to abide by all applicable CC&Rs and/or Rules &
17 Regulations. Tenant authorizes Management to provide a copy of lease if required by the Common-Interest Community.
18 TENANT agrees to reimburse Management for any charges, expenses, fees, fines and all other costs incurred by
19 Management for any failure to abide by above.

20
21 **VEHICLES** All vehicles operated by TENANT must be registered with Management. Only vehicles maintained in
22 operational condition and properly licensed may be parked in the approved areas. Unauthorized vehicles may be towed by
23 Management at TENANT'S expense. TENANT may park no more than _____ vehicles in the approved areas and on the
24 Premises at any one time. Management is not responsible for damage to staff while vehicles are parked in the approved areas
25 on the Premises.

26	Make _____	Model _____	Color _____	License # _____	State _____
27	Make _____	Model _____	Color _____	License # _____	State _____
28	Make _____	Model _____	Color _____	License # _____	State _____
29	Make _____	Model _____	Color _____	License # _____	State _____

30
31 **PUBLIC NUISANCE** It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be
32 used for public nuisance. Any person who willfully refuses to remove a nuisance when there is a legal duty to do so, may be
33 guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health
34 or safety codes or regulations may be reported to the responsible government entity.

35
36 **DRUG FREE HOUSING** The TENANT or invitees are prohibited from use, storage, sale and manufacturing of any
37 illegal substance.

38
39 **SMOKING** [_____/_____] Smoking is OR is not permitted inside the Premises, garages or other
40 enclosed areas. TENANT will be held responsible for any damage caused from smoking by TENANT or any guest of
41 TENANT.

42
43 **VAPING** [_____/_____] Vaping is OR is not permitted inside the Premises, garages or other enclosed
44 areas. TENANT will be held responsible for any damage caused from vaping by TENANT or any guest of TENANT.

Property Address: _____

1 **MAINTENANCE, REPAIRS OR ALTERATIONS** The TENANT acknowledges that the Premises are in good order
 2 and repair, unless otherwise indicated, TENANT has thoroughly examined the Premises, TENANT has not relied on any
 3 statements or representations concerning the past, present or future condition or repair of the Premises by the Management
 4 or any licensee of either, and TENANT hereby waives any claim or right on account of the condition or repair of the
 5 Premises or any alleged defect in any aspect of the Premises. TENANT shall, at TENANT expense, maintain the Premises
 6 in a clean and sanitary manner, including, but not limited to, all equipment, appliances, smoke detectors, plumbing, heating
 7 and air conditioning, pest control and shall surrender the same, at termination, in as good condition as received, normal wear
 8 excepted. TENANT shall be responsible for damages caused by negligence and that of TENANT'S family, invitees, and
 9 guests. TENANT shall immediately report any defect or natural wear pertaining to the plumbing, wiring, or workmanship on
 10 the Premises. TENANT is responsible and agrees to pay for damage done by weather related damage caused by leaving
 11 windows or doors open and or by overflow of water, stoppage of waste pipes, or any other damage to appliances, carpeting,
 12 or the Premises in general actions due to the failure to act by TENANT or guests of TENANT. TENANT shall not paint,
 13 paper or otherwise redecorate or make alteration to the Premises without prior written consent of Management. TENANT
 14 shall irrigate, maintain and fertilize any grounds included in the Premises, including but not limited to, lawns and shrubbery
 15 if they are for the TENANT'S exclusive use. **The TENANT shall be responsible for turning off and draining, and
 16 turning on, sprinkler systems in the Fall and Spring months, respectively. The TENANT shall also be responsible for
 17 detaching hoses from hose bibs during the Fall/Winter.** TENANT is solely responsible for snow and ice removal on the
 18 Premises. TENANT shall maintain the thermostat at 55 degrees or more during the winter months to prevent freezing and
 19 shall change furnace filters on a regular basis. Light bulbs are the responsibility of the TENANT. TENANT shall repair and/
 20 or replace all material items of the Premises, on or before the termination date to the same condition at time of initial
 21 occupancy. Any damages caused by TENANT's noncompliance with these provisions shall be the sole responsibility of the
 22 TENANT.

23
 24 TENANT will replace broken glass, regardless of cause of damage, at TENANT expense.

25
 26 **INVENTORY** The TENANT hereby acknowledges the following to be a true and correct inventory of all personal
 27 property contained on the Premises. Any alterations expressly approved by Management and funded by the TENANT to the
 28 Premises shall become part of the Premises and belong to Owner unless Management provides TENANT with written notice
 29 to remove alterations or additions and restore the Premises to its original condition. A move in condition form has been
 30 provided for TENANT to inspect and note any existing conditions of the Premises. The move in condition form must be
 31 completed and returned to Management within _____ business days of the first day of the Term set forth above.

32

33 **ITEM Serial Number Condition**

34 Washer _____

35 Dryer _____

36 Refrigerator _____

37 Other: _____

38 Other: _____

39 Other: _____

40

41 **CARDS AND KEYS** Upon execution of this Agreement, TENANT shall receive the following:

42 _____ Door Key(s) _____ Garage Transmitter(s) _____ Other(s) _____

43 _____ Mailbox Key(s) _____ Gate Card(s) _____ Other(s) _____

44 _____ Laundry Room Key(s) _____ Gate Transmitter(s) _____ Other(s) _____

45 TENANT shall make a key deposit (if any) in the amount established in this Agreement. The key deposit shall be refunded
 46 within 30 days of TENANT's return of all cards and/or keys to Management.

Property Address: _____

1 **DAMAGES/DESTRUCTION TO PREMISES** If the Premises is damaged and rendered uninhabitable by events or
2 causes other than the intentional conduct and/or negligence of the TENANT or any guest, invitee or licensee thereof, either
3 party will have the right to terminate this Agreement, in writing, as of the date on which the damage occurred. Should this
4 right be exercised by either party, rent for the current month will be prorated as of the date the damage occurred, and any
5 unused security deposit will be refunded. If the Premises is still habitable, Management agrees to make repairs as soon as
6 practicable. If any damage, whether complete or partial, is caused by the intentional conduct and/or negligence of the
7 TENANT, any member of Tenant(s)'s household, guest or other persons on the property, Management has the right to
8 terminate this Agreement. If Management exercises that right, TENANT shall pay prorated rent for that period between the
9 date the damage occurred and the date TENANT completely vacates the Premises. TENANT will reimburse Management for
10 all expenses incurred to restore the Premises to the same condition prior to occupancy. If not, TENANT shall continue to pay
11 rent, otherwise comply with all provisions of the Agreement and reimburse Management, in full, for all expenses related to
12 damage as set forth in the preceding sentence.

13
14 **CLEANING** Upon vacating, TENANT, at TENANT'S expense, shall have carpet professionally cleaned by a company
15 mutually agreed upon by Management and TENANT. TENANT will leave Premises in the same condition or better than
16 when initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings, walls, ceilings,
17 windows, base boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is not left in the
18 same condition or better than when it was initially occupied, a prorated daily rent may be charged to TENANT while
19 Premises is being restored to that condition. This rent will be equal to the amount charged at the time of last full month of
20 occupancy.

21
22 **RE-KEYING** The TENANT is responsible at TENANT'S expense for payment of re-keying.

23
24 **ENTRY AND/OR INSPECTIONS** Management and/or its representative may enter the Premises under the following
25 conditions:

- 26 a. In case of an emergency where Premises may be destroyed or human lives maybe in danger;
- 27 b. Necessary and agreed upon repairs;
- 28 c. Inspections;
- 29 d. Show the Premises to potential buyers, future TENANT, lender or workers;
- 30 e. When TENANT has surrendered the Premises or has abandoned it;
- 31 f. If the property is placed for sale and/or lease during the term of the lease, Owner may authorize the installation of a
32 lockbox to provide access to real estate licensees for the purpose of showing the property.

33 Notification must be given at least 24 hours in advance and entry will be between the hours of 8:00 a.m. - 5:00 p.m. unless
34 agreed otherwise, excluding (a) as stated above.

35
36 **SECURITY DEPOSIT** The security deposit will secure the performance of TENANT'S obligations. Management may,
37 but is not obligated to, apply all or portions of said deposit on account of TENANT obligations. Any balance remaining upon
38 termination will be returned to TENANT with an itemized accounting of the deposit to the TENANT'S last known address or
39 according to TENANT'S written instructions within 30 days of TENANT vacating the Premises. TENANT will not have the
40 right to apply the security deposit payment to rent. Security deposit to be held by Management.

41
42 **INSURANCE** The TENANT is advised to purchase insurance covering their own personal property and/or injury to
43 others. TENANT shall add Management as an additional insured. Management is not responsible for TENANT'S personal
44 property or injury not actually or proximately caused by the actions or failure to act by Management. TENANT'S personal
45 property is not insured by the Owner or Management.

46
47 **NOTICES** All notices to be provided under the terms of this Agreement are effective if delivered and/or served pursuant
48 to the guidelines set forth in the Nevada Revised Statutes, including, but not limited to, NRS 40.280.

49
50 **WAIVER** Failure of Management to enforce any provision of this Agreement will not be deemed a waiver of that
51 provision or any other provision of this Agreement.

Property Address: _____

Tenant [_____/_____/_____/_____] and Management [_____] have read this page.

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1 **INDEMNIFICATION** The TENANT holds harmless and completely indemnifies the Owner and Management, to the
2 fullest extent allowed by law, from and against all damages, demands, causes of action and any and all other types of claims
3 and/or liabilities, including, but not limited to, all attorney's fees, costs and other legal expenses incurred by Owner and/or
4 Management to defend themselves against damages, demands, causes, claims and liabilities, which arise from, or are in any
5 other way related to, the actions, or the failure to act, of TENANT and guests, invitees or other licensees, and TENANT
6 failure to comply with or breach, of any provision of this Agreement, regardless of whether insurance coverage is available
7 to TENANT for the indemnity obligations set forth herein. Owner and Management shall not be liable for any damage or
8 injury to TENANT, or any property thereof, or to any other person, another person's property or any animal, occurring on
9 the Premises or any part thereof, unless liability is directly caused by Owner and/or Management.

10
11 **BREACH OF AGREEMENT** Failure of TENANT to comply with any term or condition of this Agreement, an
12 abandonment of the Premises as defined herein, and/or failure by TENANT to comply with any applicable rules or
13 provisions of the laws of the State of Nevada, each constitute a material breach of this Agreement and entitle Management to
14 terminate this Agreement upon five (5) days written notice or in the most expedient manner allowed under Nevada law.
15 Following termination, TENANT is liable for all re-leasing costs, including but not limited to, leasing fees, advertising,
16 cleaning, repair, care of the Premises while vacant, court costs, etc. If the market rent must be reduced to re-rent the
17 Premises, the difference through the remainder of the Term will be charged to the TENANT. Any changes herein
18 enumerated shall immediately be due as rent and may be deducted from any remaining security deposit, and any balance
19 remaining shall be billed to the TENANT.

20
21 **TIME IS OF THE ESSENCE** Time is of the essence in this Agreement.

22
23 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

24
25 **ATTORNEY'S FEES** In the event either party hereto is required to engage the services of an attorney to enforce this
26 Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorney's fees and all resulting
27 legal expenses and costs.

28
29 **SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable by any court of competent
30 jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement
31 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or
32 unenforceable.

33
34 **CODE OF ETHICS** Not all real estate licenses are REALTORS®. A REALTOR® is a member of the National
35 Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR®
36 Code of Ethics. To receive a copy of the Code of Ethics, ask your real estate professional OR, the local Association of
37 REALTORS®.

38
39 **ADDITIONAL TERMS OF THIS AGREEMENT:**
40 _____
41 _____
42 _____
43 _____
44 _____
45 _____
46 _____
47 _____
48 _____
49 _____
50 _____
51 _____
52 _____

Property Address: _____

Tenant [_____/_____/_____] and Management [_____] have read this page.

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1 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**

- 2 Addendum to the Residential Lease/Rental Drug Free Housing
- 3 Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
- 4 Duties Owed by a Nevada Real Estate Licensee
- 5 Emotional Support Animal Application/Addendum
- 6 Foreclosure Addendum to the Residential Lease/Rental Agreement
- 7 Move-In Condition Form
- 8 Pet Agreement
- 9 Smoke Detector Addendum
- 10 Utility Addendum
- 11 Other _____

12
13 **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties and supersedes all prior agreements
14 of any kind between the parties, written or oral. Both parties acknowledge to not have relied on any statements of the real
15 estate licensee, Broker or Management which are not herein expressed.

16
17 **EMERGENCY PHONE NUMBER** In the event there is an emergency which in any way affects the Premises or the
18 parties obligations under this Agreement the TENANT must report it to _____ at the following
19 number _____ or _____, which is a local
20 contact in the county or within 60 miles of the Premises. If there is an emergency that requires IMMEDIATE attention (i.e.
21 fire, pipe breakage with sudden unstoppable water flow, gas leak, etc.) TENANT to handle IMMEDIATE emergency by
22 contacting appropriate agency (i.e. fire department, utility company for shut off, etc.) or for life emergencies call 911.
23 THEN contact Management.

24
25 All persons signing on behalf of the TENANT, if more than one are bound, jointly and severally, by the terms of this
26 Agreement.

27
28 **The TENANT hereby acknowledges receipt of a complete copy of this agreement.**

29
30 DATED _____ TIME _____ DATED _____ TIME _____

31
32 TENANT _____ Managing Licensee _____

33
34 TENANT _____ Managing Licensee's Nevada License # _____

35
36 TENANT _____ Managing Brokerage _____

37
38 TENANT _____ Broker's Name _____

39
40 Tenant Primary Phone _____ Office Address _____

41
42 Tenant Secondary Phone _____ City/State/Zip _____

43
44 Tenant Primary Email _____ Phone _____ Fax _____

45
46 Tenant Secondary Email _____ Agent Email _____

47
48 Broker or Designated Property Manager Signature:
49
50 _____

Property Address: _____