

RESIDENTIAL LEASE AGREEMENT

for



(Property Address)

1. This AGREEMENT is entered into this \_\_\_ day of \_\_\_ between

McKenna Property Management, ("LANDLORD") legal owner of the property through the Owner's
BROKER, Jenni McKenna, ("BROKER") and

Tenant's Name: \_\_\_\_\_ Tenant's Name: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_ Tenant's Name: \_\_\_\_\_

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

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

Table with 4 columns: Item, Total Amount, Received, Balance Due Prior to Occupancy. Rows include Rent, Security Deposit, Key Deposit, Admin Fee, etc.

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

3. ADDITIONAL MONIES DUE: \_\_\_\_\_

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

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

6. RENT: TENANT shall pay rent at the monthly rate of \$ \_\_\_\_\_, in advance, on the 1st day of every month beginning the \_\_\_\_\_ day of \_\_\_\_\_, and delinquent after 5th of month. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 9/09 Page 1 of 9 © 2009 Greater Las Vegas Association of REALTORS® Landlord \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_ Property: \_\_\_\_\_

1 7. **PLACE OF PAYMENTS:** TENANT shall make all payments payable to McKenna Property Mgmt  
2 and shall mail such payments to: 9065 S. Pecos Road #110 Henderson 89074  
3 \_\_\_\_\_ -or- may hand deliver such payments to  
4 same during normal business hours.

5  
6 **8. ADDITIONAL FEES:**

7  
8 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
9 \$ 50.00 plus \$ 10.00 per day for each day after 5 days that the sum was due.

10  
11 **B. DISHONORED CHECKS:** A charge of \$ 100.00 shall be imposed for each dishonored  
12 check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all  
13 costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,  
14 TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.  
15 Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if  
16 TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is  
17 aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon  
18 insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

19  
20 **C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall  
21 become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All  
22 unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,  
23 utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning  
24 of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the  
25 initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as  
26 a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the  
27 right to exercise any other rights and remedies under this Agreement or as provided by law.

28  
29 **9. SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a  
30 Security Deposit the sum stated in paragraph 2. **TENANT shall not apply the Security Deposit to, or in lieu of,**  
31 **rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any  
32 reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.  
33 Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of  
34 termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD  
35 shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty  
36 (30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a  
37 forwarding address to prevent a delay in receiving the accounting and any refund.

38  
39 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset  
40 administration and bookkeeping fees.

41  
42 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ 45.00 per eviction  
43 attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal  
44 notices and all related fees according to actual costs incurred.

45  
46 **12. CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:  
47 \_\_\_\_\_ Door key(s) \_\_\_\_\_ Garage Transmitter(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
48 \_\_\_\_\_ Mailbox key(s) \_\_\_\_\_ Gate Card(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
49 \_\_\_\_\_ Laundry Room key(s) \_\_\_\_\_ Gate Transmitter(s) \_\_\_\_\_ Other(s) \_\_\_\_\_  
50 Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.  
51 The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or  
52 Landlord's BROKER.  
53

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

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

10  
11 **15. GUESTS:** The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on  
12 the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the  
13 Premises for more than 10 days.  
14

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

18 Electricity T Trash T Phone T Other \_\_\_\_\_  
19 Gas T Sewer T Cable T Other \_\_\_\_\_  
20 Water T Septic \_\_\_\_\_ Association Fees O  
21

22 a. TENANT is responsible to connect the following utilities in TENANT'S name: All  
23

24 b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill  
25 TENANT for connection fees and use accordingly: Sewer may have to remain in owners  
26 name.

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

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

32 e. Other: \_\_\_\_\_  
33

34  
35 **17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in  
36 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark  
37 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.  
38 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has  
39 pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT  
40 agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the  
41 yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the  
42 State of Nevada Division of Agriculture at [www.agri.nv.gov](http://www.agri.nv.gov).  
43

44 **18. PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the  
45 event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written  
46 permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300  
47 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the  
48 event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written  
49 evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and  
50 liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional  
51 insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being  
52 allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees  
53 to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

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

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

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

8  
9 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All  
10 alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between  
11 parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a  
12 fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for  
13 restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

14  
15 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any  
16 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or  
17 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon  
18 default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default,  
19 LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT.  
20 LANDLORD may pursue any and all legal and equitable remedies available.

21  
22 **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a  
23 waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be  
24 construed to waive any right of LANDLORD or affect any notice of termination or eviction.

25  
26 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the  
27 Premises at the expiration of this Agreement. **Such notice shall be in writing and shall be provided to**  
28 **LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement.**  
29 **In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement.** In the event  
30 TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis  
31 until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by  
32 10.000 %.

33  
34 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall  
35 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the  
36 LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to  
37 inspect the Premises in the TENANT's presence to verify the condition of the Premises.

38  
39 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential  
40 services emergencies on behalf of the LANDLORD is as follows: **McKenna Property Management 9065**  
41 **S. Pecos Road Suite #110 Henderson, Nv 89074 (702) 434-4663**

42  
43 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately  
44 report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises.  
45 TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence.  
46 TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the  
47 costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the  
48 Premises up to and including the cost of \$ 50.00 . TENANT agrees to pay for all repairs,  
49 replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets,  
50 licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows  
51 open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the  
52 building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional  
53 rent to be paid no later than the next monthly payment date following such repairs.



1 **29. ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners  
2 association planned unit development, condominium development ("the Association") or such, TENANT hereby  
3 agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations)  
4 of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by  
5 himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation  
6 of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an  
7 addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph,  
8 TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's  
9 expense, shall provide TENANT with any additions to such Governing Documents as they become available.  
10 LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations  
11 governing use of the Premises and of the common areas (if any). [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] ]  
12

13 **30. INSURANCE:** TENANT x is -OR- \_\_\_ is not required to purchase renter's insurance. LANDLORD and BROKER  
14 shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or  
15 injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in  
16 common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for  
17 damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even  
18 if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that  
19 TENANT purchase renter's insurance.  
20

21 **31. ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or  
22 maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public  
23 nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty  
24 of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building,  
25 health or safety codes or regulations may be reported to the government entity in our local area such as the code  
26 enforcement division of the county/city government or the local health or building departments.  
27

28 **32. ADDITIONAL RESPONSIBILITIES:**

29  
30 a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written  
31 permission from LANDLORD. LANDLORD is not responsible for maintaining screens.  
32

33 b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is  
34 prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single  
35 family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and  
36 within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue  
37 equipment is generating heat.  
38

39 c. The Premises \_\_\_ have -OR- \_\_\_ have not been freshly painted. If not freshly painted, the Premises  
40 \_\_\_ have -OR- \_\_\_ have not been touched up. TENANT will be responsible for the costs for any holes or  
41 excessive dirt or smudges that will require repainting.  
42

43 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than 5  
44 business days of vacating the Premises.  
45

46 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and  
47 provides LANDLORD with a workable key for each new or changed lock.  
48

49 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint  
50 and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this  
51 agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If  
52 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to  
53 have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an  
54 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will



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

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

7  
8 Landlord's Broker: Jenni McKenna Agent's Name: \_\_\_\_\_  
9 Address: 9065 S. Pecos Road Suite #110, Henderson, NV 89074  
10 Phone: (702) 434-4663 Fax: \_\_\_\_\_ Email: jenni@mckennateam.com  
11 License # 29819 004171

12  
13 **43. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection  
14 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

15  
16 **BROKER:** Jenni McKenna  
17 Address: 9065 S. Pecos Road Suite #110, Henderson, Nv 89074  
18 Phone: (702) 434-4663 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

19  
20 **TENANT:** \_\_\_\_\_  
21 Address: \_\_\_\_\_  
22 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

23  
24 **44. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other  
25 information:

- 26 A.  Lease Addendum for Drug Free Housing
- 27 B.  Smoke Detector Agreement
- 28 C.  Other: Foreclosure Addendum
- 29 D.  Other: Addendum No. 1
- 30 E.  Other: \_\_\_\_\_

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1 45. ADDITIONAL TERMS AND CONDITIONS: 1). Tenant(s) understands that property is  
 2 being rented only to those specified on page 2, #14 of this lease. No other  
 3 persons will be permitted to reside at property without approval of McKenna  
 4 Property Mgmt. Failure to comply will result in immediate eviction.  
 5 2).Tenants are aware they MUST carry rental insurance while residing in  
 6 residents listed on page 1 of this lease. McKenna Property Management is not  
 7 liable for tenants personal property or injury. All McKenna Properties  
 8 prohibit smoking in the interior areas. Decisions as to the unusual wear and  
 9 use of the property rest with the BROKER, solely, and its experience as to  
 10 general use of rental properties, and its decision is final. McKenna Property  
 11 Management does not accept 30 days notices mid-month. All 30 day notices must  
 12 be submitted by the 1st of the given month.If Water, Trash, and/or Sewer is  
 13 included in HOA dues then tenant is not responsible for payment. Tenant is  
 14 responsible for contacting the utility companies regarding transfers. McKenna  
 15 Property Management and the Homeowner are NOT responsible for utility shut  
 16 offs or interruptions. Rent payments must be post-marked by the 1st of the  
 17 month.

18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_

21 \_\_\_\_\_  
 22 LANDLORD/OWNER OF RECORD NAME TENANT'S SIGNATURE DATE  
 23 **McKenna Property Management** Print Name: \_\_\_\_\_  
 24 Phone: \_\_\_\_\_  
 25 \_\_\_\_\_

26 **Jenni McKenna**  
 27 MANAGEMENT COMPANY (BROKER) NAME TENANT'S SIGNATURE DATE  
 28 Print Name: \_\_\_\_\_  
 29 Phone: \_\_\_\_\_  
 30 \_\_\_\_\_

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

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