

# Residential Lease Agreement

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Landlord") and 3JM, LLC (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Clark County, Nevada, such real property having a street address of \_\_\_\_\_ (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**1. TERM.** This Agreement shall commence on \_\_\_\_\_ ("Commencement Date").  
**Lease:** This Agreement shall continue as a lease for term. The termination date shall be on (date) \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. All terms and conditions as outlined in this Agreement shall remain in full force and effect.

**2. RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 10th day of each calendar month and shall be considered advance payment for that month. If not remitted on the 10th, Rent shall be considered overdue and delinquent on the 11th day of each calendar month. In the event that the Commencement Date is not the 10th of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent to Landlord shall be personal check, money order, cashier's check.

Payment shall be made to Landlord under the following name, \_\_\_\_\_ and address: \_\_\_\_\_:

Property Address: \_\_\_\_\_

Landlord Initials: \_\_\_\_\_/\_\_\_\_\_      Tenant Initials: \_\_\_\_\_/\_\_\_\_\_

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

**3. USE OF PREMISES.** The Premises shall be used by Tenant, 3JM, LLC. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

**4. CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.

**5. ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

**6. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

**7. NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

**8. HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**9. UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, including sewage fee which is only sent to the landlord under Nevada law.

**10. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that

Property Address: \_\_\_\_\_

Landlord Initials: \_\_\_\_\_/\_\_\_\_\_

Tenant Initials: \_\_\_\_\_/\_\_\_\_\_

the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**11. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**12. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**13. SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

**14. INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**15. LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made on the first of every month, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 5% of the rent after the first week and an extra 10% of the rent after the second week.

**16. ATTORNEYS' FEES.** In the event any dispute arises between Landlord and Tenant concerning this Agreement that results in litigation, the losing party shall pay the prevailing party's reasonable attorney fees and court costs, which shall be determined by the court and made a part of any judgment.

**17. RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

**18. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Nevada.

**19. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Property Address: \_\_\_\_\_

Landlord Initials: \_\_\_\_\_/\_\_\_\_\_      Tenant Initials: \_\_\_\_\_/\_\_\_\_\_

**20. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**21. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

**22. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**23. NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant’s duties and liabilities hereunder.

**24. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**25. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested.

**26. DISCLOSURES ON NUISANCE; REPORTING VIOLATIONS.** Landlord hereby notifies Tenant that it is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff’s department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

**27. ADDITIONAL PROVISIONS; DISCLOSURES.**

- a) This Agreement is attached to the Residential Purchase Agreement.
- b) The tenant is free to lease the property to any third party.

**28. Note.** \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

Property Address: \_\_\_\_\_

Landlord Initials: \_\_\_\_\_/\_\_\_\_\_

Tenant Initials: \_\_\_\_\_/\_\_\_\_\_

**LANDLORD**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

**TENANT**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

**Confirmation Representation:** The Landlord is represented in this transaction by:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Property Address: \_\_\_\_\_

Landlord Initials: \_\_\_\_/\_\_\_\_ Tenant Initials: \_\_\_\_/\_\_\_\_