

Leasing Elements

Transaction Log# **BRMI- 20-319**

Today's Date	08/11/2020	Owner's Name		Mih Living Trust					
Lease Start	08/15/2020	Property Address		2625 La Mata Street, Las Vegas, NV 89108					
Lease Expires	08/31/2021	HOA Name		Sunburst HOA					
Months	12	CC&Rs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	No pool, not applicable				
Monthly Rent	1550.00	Total Occupants	3	Parcel #	138-13-712-013				
Deposit	2300.00	Yr. Built	2003	Tax Yr.	2020	Taxes per yr.	1057.00	Taxes monthly	88

Tenant Names	Anissa G. Taylor	Jasmine D. Carrington	Michael T. Widener		
Occupant Names					
Initial Expenses due at lease signing		Amount	Refundable	What is included with the rent	
Rent from 08/15/2020 To 08/31/2020	866.30	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Monthly Rent 1550.00
Deposits – Security, Pet, Remotes, Satellite Dish	2300.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>	Sewer Included Yes
Application fees (Credit report, lease preparation)	264.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Trash Included Yes
Last Month's Rent	0.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Air Filters Included Yes
Less Holding Deposit Paid	2300.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Landscaping Included No
Less Application Fee Paid	264.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Pool Service Included No
TOTAL CERTIFIED FUNDS DUE	866.30				

Utilities											
Tenant agrees to pay	<input checked="" type="checkbox"/>	Electric	<input checked="" type="checkbox"/>	Water	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	Gas	<input type="checkbox"/>	Trash	<input type="checkbox"/>
Landlord agrees to pay	<input type="checkbox"/>	Electric	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Sewer	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>	Trash	<input checked="" type="checkbox"/>

Appliances and Services				Document	Atmnt	Pages	
Stove	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Maintenance Instructions	A	6
Refrigerator	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Pet Addendum	B	1
Dishwasher	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Lead Base Paint Disclosure	C	1
Washer	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Duties Owed	D	1
Clothes Dryer	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Pest Disclosure	E	1
Disposal	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Crime Free	F	3
Microwave	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant	Move in/out checklist	Online	
Landscaping	<input type="checkbox"/>	maintained by landlord	<input checked="" type="checkbox"/>	maintained by tenant	Community Rules	Online	
Pool Service	<input type="checkbox"/>	provided by landlord	<input type="checkbox"/>	provided by tenant			

Pets				
Name	Type	Breed	Color	Weight
Lola	Dog	Staffordshire Terrier	Brown / White	70 LBS
Kush	Dog	Chihuahua	Brown / White	20 LBS

Keys and Remotes		Issued	Received by	Nevada Statutory Disclosure
Door Keys		3		Neither the tenant nor the landlord are licensed real estate agents in any State
Mailbox Keys		2		
Laundry Room		0		
Garage Remote		2		
Gated Community Remote		2		
Other Keys		0		
Other Keys		0		

Additional Terms and Conditions

The property does not have a pool.

No additional terms or conditions exist.

Lease Agreement

THIS AGREEMENT, dated 08/11/2020, is by and between Mih Living Trust, (hereinafter "Landlord,") and Anissa G. Taylor Jasmine D. Carrington, Michael T. Widener, individually and/or collectively referred to hereinafter as "Tenant", for rental of the Rental Property commonly known as: 2625 La Mata Street, Las Vegas, NV 89108 Assessor Parcel Number 138-13-712-013 ("Rental Property") under the following terms and conditions:

Nevada Statutory Disclosure: Neither the tenant nor the landlord are licensed real estate agents in any State

AGENT: Tenant understands Blackbird Realty and Management, Inc., also known as BRMI, is the acting agent of the Landlord. This Lease Agreement shall be binding even if management of the property is transferred to the "Landlord" or any other agent procured by the Landlord.

Initial Expenses due at lease signing	Amount	Refundable			Monthly Periodic Rent
Rent from 08/15/2020 To 08/31/2020	866.30	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rent 1550.00
Deposits – Security, Pet, Remotes, Satellite Dish	2300.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>	Sewer Included Yes
Application fees (Credit report, lease preparation)	264.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Trash Included Yes
Last Month's Rent	0.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	AC Filters Included Yes
Less Holding Deposit Paid	2300.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Landscaping Included No
Less Application Fee Paid	264.00	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Pool Service Included No
TOTAL CERTIFIED FUNDS DUE	0000000002				

1. **Fixed-Term Agreement (Lease)** - Tenant agrees to lease the Rental Property for a fixed term beginning 08/15/2020 and ending 08/31/2021. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenant or Landlord notify the other party in writing at least thirty (30) days prior to expiration that they do not wish this Agreement to continue on any basis.
2. **Rent** - Tenant agrees to pay a Base Monthly Rent of \$ 1550.00 ("Rent") on the first day of each calendar month ("Due Date") throughout the term without any offset or deduction of any kind. Rent is to be paid with certified funds, such as a cashier's check or money order. Personal checks drawn on a local bank may be used with prior approval. Cash and third-party checks will not be accepted:
 - a) Tenant understands that issuance of a check or draft without funds or with intent to defraud is a criminal offense punishable by imprisonment or by a fine or both fine or imprisonment.
 - b) In the event the term of this Lease commences other than on the first day of the calendar month or if the termination date is not the last day of a month, a prorated monthly Rent shall be paid for the fractional month during which this Lease commences and/or terminates. Tenant shall make payment of Rent to Landlord at such addresses as shall from time to time be designated by Landlord to Tenant in writing.
 - c) "Rent", "Rental", "rent" or "rental" includes the Base Monthly Rental and other sums as may be due from Tenant pursuant to any other provisions of this Lease, and any other sums, payable, or becoming payable to Landlord under this Lease.
 - d) Additional Rent (other sums) All late fees and dishonored check charges shall be due when incurred and shall become additional rent. **Payments will be applied to charges which become Rent in the order accumulated.** Any and all unpaid charges, fees owed by Tenant, included but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair bills and CIC (HOA) fines will become additional Rent at the beginning of the month after Tenant is billed. Tenant's failure to pay the full amount for a period may trigger initiation of eviction proceedings. Landlord's acceptance of any late fee or dishonored check fee shall not act as a waiver of the default of Tenant, or as an extension of the date on which Rent is due. Landlord reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.
 - e) In the event a check is returned, or automated payment is rejected for non-sufficient funds, a service fee of \$35.00 will be assessed to the Tenant and no further personal checks or automated payments will be accepted from Tenant unless and until the bank writes a letter stating the Tenant was not at fault. Thereafter, and without such a letter, certified funds such as a Cashier's check or money orders will be required as payment.
 - f) If any payment of Rent is not received on or before the Due Date, a **5% late fee will be applied on the 2nd of the month on the total amount owed.** Landlord reserves the right to refuse and reject any payment of Base Monthly Rent that does not include the applicable penalties described above. All late fees specified above shall become part of the Base Monthly Rent on the day of accrual.

3. **Consequences** - Violation of any part of this Agreement or nonpayment of Rent when due shall be cause for eviction under applicable sections of the Nevada Revised Statutes. Additionally, chronic late payment of Rent (more than 3 times in any 12 months period) will be grounds for non-renewal of the Lease.
4. **CIC/HOA or Lease Violation Administration Fee** - A fee of **25**, will be charged anytime the Landlord or Blackbird Realty and Management, Inc. receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or Tenant has violated a condition of this Lease. This fee will be in addition to any fine imposed by the HOA. The most common examples are for weeds when maintenance of the landscaping is a Tenant responsibility, the trash cans being left in site from the street on non-trash pickup days. Other examples are oil stains on the driveway or vehicle maintenance being performed or keeping a non-registered, non-operational vehicle at the Rental Property. If Blackbird Realty and Management, Inc. must re-inspect property for a Tenant lease violation, Tenant will be charged a \$65 inspection fee per occurrence.
5. **Deposit** - For and as additional consideration for the making of this Lease, Tenant shall pay to Landlord, upon execution of this Lease, the sum of:

2300.00

as a security deposit to insure Tenant's faithful performance of the terms, conditions, covenants and agreements of this Lease. **The Tenant may not apply the security deposit against rental payments.** If the Tenant fully complies with all the terms, conditions, and covenants and agreements of this Lease, then within thirty (30) days after the expiration of the Lease term, and cleanup of the Rental Property is completed, the security deposit without interest shall be refunded to Tenant less the reasonable value of damages suffered by the Landlord, including but not limited to rental delinquencies, costs of repairs, cleaning, lock and key changes and other obligations of Tenant to Landlord. Blackbird Realty and Management, Inc. shall retain all interest earned, if any, on security deposits to offset administration and accounting fees.

6. **Move out Charges** - Move out charges are determined by the condition of the premises when Tenant vacates the Rental Property. Proper written notice must be given to Landlord or Agent. Security deposit or any portion thereof due to Tenant will be returned within thirty (30) days after possession of the Rental Property is obtained by BRMI or any subsequent Agent retained by Landlord.
7. **Utilities/Services – The Tenant and Landlord agree as follows:**

Utilities																
Tenant agrees to pay	<input checked="" type="checkbox"/>	Electric	<input checked="" type="checkbox"/>	Water	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	Gas	<input type="checkbox"/>	Trash	<input type="checkbox"/>	HOA Dues	<input checked="" type="checkbox"/>	Landscaping	<input checked="" type="checkbox"/>	Pool
Landlord agrees to pay	<input type="checkbox"/>	Electric	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Sewer	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>	Trash	<input checked="" type="checkbox"/>	HOA Dues	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	Pool

8.. **Occupants** - The number of occupants is limited to **3** persons. Only the following person may live in this Rental Property:

Tenant Names	Anissa G. Taylor	Jasmine D. Carrington	Michael T. Widener	
Occupant Names				

No one else may live there, even temporarily, without Landlord's written permission

9. **Substitutions/Additions** – Tenant agrees to substitution fee of \$ **100**, along with an application fee of \$ **55**, to process a request to substitute and/or add an occupant or tenant to this lease agreement.
10. **Guests** - Tenant may house any single guest for a maximum period of fourteen (14) days every six (6) months, provided that the guest maintain a separate residence, Nurses or maids required to care for Tenant during an illness are exempt from this provision.
11. **Subletting and Assignment** - Tenant shall not sublet the entire Rental Property or any part of the Rental Property, nor shall Tenant assign this Lease to anyone else without first obtaining the Landlord's written permission. Landlord shall not withhold permission unreasonably. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:
 - a) They must first contact the Landlord, BRMI or Agent for the Landlord and submit in "writing" any request for another person or persons to reside in the Rental Property. If the person desired is eighteen (18) years of age or older, he or she must complete a Rental Application and complete the processing of the application. The Landlord has the sole discretion to approve or deny the application.
 - b) The Tenant(s) agrees to abide by Landlord's decision whether to allow another person or persons to reside in the Rental Property.
 - c) If Landlord approves the proposed applicant, they must then complete the necessary forms for addition to the Lease. The original walk through inspection of this Lease will be binding and prevail for the proposed applicant.
 - d) The Landlord, BRMI or Agent of the Landlord can request a walk though inspection of the Real Property. Tenant agrees to pay Landlord or BRMI for any charges or additional fees assessed to the Tenant by the walk-through inspection.
12. **Pets** - Tenant may house no pet of any kind on the premises, even temporarily, without first submitting and application to Landlord and obtaining Landlord's written approval thereof. Tenant acknowledges that Landlord may be required to submit paperwork to the governing homeowners' association or to the owner to obtain approval to house any "Pets" in the Rental Property. Accordingly, Tenant agrees to a Pet Application Fee of \$ **25**, payable to Landlord prior to any review of such application. If written permission is granted, Tenant will be required to procure and provide to Landlord evidence that Tenant has obtained such insurance as may be available against property damage to the Rental Property and liability to third party for any injury caused by Pets. Each such policy shall name Landlord, BRMI and any other Agent designated by Landlord as additional insureds. The insurance company issuing the policy shall be required to provide Landlord with notice of cancellation of such insurance within fifteen (15) days of cancellation. Landlord and BRMI reserve the right to reinstate the insurance and charge the premium to Tenant as additional Rent. Alternatively, Landlord and BRMI also reserve the right to cancel the Lease for Tenant's failure to procure rental insurance and pet insurance. A copy of each such policy shall be provided to Landlord, BRMI and any other Agent designated by Landlord prior to any pet(s) being allowed within the Rental Property. **If Tenant obtains a pet**

without written permission of Landlord, Tenant agrees to pay an immediate fine of \$500. Tenant agrees to indemnify Landlord for any and all liability, loss and damage that Landlord may suffer as a result of any animal in the premises, whether or not written permission was granted.

"Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs or other service animals. These animals may be housed on the premises so long as they are in direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. Landlord reserves the right to request a meeting with Tenant to visit and observe any "Pets" prior to approving any application.

13. **Satellite Dish** - Tenant may not install any type of satellite dish, or any other telecommunication fixture to any structure on the Rental Property, even temporarily, without first obtaining Landlord's written permission. In granting permission for installation, Landlord may in its sole discretion require:
 - a) \$ 100 Application Fee. Tenant acknowledges that Landlord may be required to submit an application to the governing homeowners' association for approval of the proposed satellite dish, or other telecommunication fixture. The Application Fee is not refundable and must be paid prior to Landlord submitting the necessary paperwork to the governing association for approval; and
 - b) \$ 75 Installation Fee. Landlord will supervise and/or otherwise ensure that the installation of the satellite dish, or other telecommunication fixture, is completed in a satisfactory manner. In no way does this provision require Landlord to pay for the installation of any satellite dish, or other telecommunication fixture.
14. **Liquid-Filled Furniture** - Tenant agrees not to keep any liquid-filled furniture on the Rental Property, without first obtaining Landlord's written permission.
15. **Vehicles** - Tenant agrees to keep a maximum of 2 vehicle(s) on the Rental Property. These vehicles must be both operable, licensed and insured. Tenant agrees to park their vehicles in assigned spaces and to keep those assigned spaces clean of oil drippings. Tenant agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles that have exhaust muffling comparable to that of a passenger car are allowed. Only those self-propelled recreational vehicles that are used for regular personal transportation are allowed. Tenant agrees not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlord's written permission. Tenant agrees NOT to repair their vehicles on the premises. Tenant may change the battery or tire on their vehicle without violating this paragraph.
16. **Appliances and Services** – The following appliances and services are included in the Rental Property:

Appliances and Services			
Stove	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Refrigerator	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Dishwasher	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Washer	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Clothes Dryer	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Disposal	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Microwave	<input checked="" type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant
Landscaping	<input type="checkbox"/>	maintained by landlord	<input checked="" type="checkbox"/> maintained by tenant
Pool Service	<input type="checkbox"/>	provided by landlord	<input type="checkbox"/> provided by tenant

17. Landscaping Responsibilities.

JDC MFW Tenant is responsible for maintenance of all landscape on the Rental Property. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and reporting problems to Landlord and BRMI. If Tenant does not care for landscape as required and disregards notice to correct landscape from Landlord and/or BRMI. Landlord, BRMI or Landlord's Agent reserves the right to contract yard maintenance and the Tenant agrees to pay for the cost of the landscape maintenance as additional Rent. Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

Landlord is responsible for maintenance of all Landscape. Tenant is still required to keep area free of debris, watering of landscape, setting of any automatic timers for irrigation/sprinkler system and reporting problems to Landlord, BRMI or Landlord's other designated Agent.

The Homeowner's Association is responsible for maintenance of Landscape.

18. **Tenant Inspection** - Tenant has inspected the Rental Property and its contents and agrees that they are in satisfactory order, as are electrical, plumbing, and heating and cooling systems.
19. **Landlord Inspection** – Landlord may have the Rental Property inspected by a third-party inspection company who will document the condition of the Rental Property and report problems such as water leaks, electrical defects or problems with the heating and cooling. These inspections, if conducted will be conducted twice a year and are designed to preserve the Rental Property and not interfere with the Tenant's quiet enjoyment of the Rental Property.
20. **Notification of Serious Building Problems** - Tenant agree to notify the Landlord and BRMI immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheet rock or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity.
21. **Reasonable Time for Repairs** - Upon being notified by Tenant that there is some building defect that is hazardous to life, health, or safety, Landlord shall undertake repairs as soon as reasonably possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to a difficulty in scheduling the work or obtaining parts or for any other reason beyond Landlord's control, Landlord and BRMI agree to keep Tenant informed about the progress of the work.

22. **Windows** - Except for those windows that are noted in writing as being cracked or broken when Tenant moves in, Tenant agrees to be responsible for any window that becomes cracked or broken in the Rental Property while they live there.
23. **Drain Stoppages** - As of the date of this Agreement, Landlord warrants that the Rental Property's sewage and drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenant agrees to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest to in writing were caused by defective plumbing, tree roots, or acts of God.
24. **Damage** - Tenant agrees to pay for repairs of all damage to the Rental Property that they or their guests have caused; Tenant shall hold Landlord and BRMI harmless therefrom.
25. **Painting** - Landlord and BRMI reserves the right to determine when the Rental Property will be painted unless there is any law to the contrary.
26. **Pool Maintenance** - If a pool is provided, the pool service is maintained by: _____ **No pool, not applicable** at Tenant's expense.
27. **Trash** - Tenant agrees to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. Tenant agrees to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like, by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone to haul it away.
28. **Locks** - Tenant agrees that they will not change the locks on any door or mailbox without first obtaining Landlord's written permission. Having obtained permission, Tenant agrees to pay for changing the locks themselves and to provide the Landlord with one duplicate key per lock.
29. **A/C AND HEATING SYSTEM FILTER PROGRAM:** All A/C and heating system filters at the Rental Property will be changed on a quarterly basis. This is a service that is provided through BRMI's vendor who will either deliver the filters to your front door or install them for you. Once each year, this vendor will clean and vacuum the exhaust fans in the bathrooms and laundry area. You are free to change the filters more often if you prefer, but our vendor will still make quarterly visits to the Rental Property to either drop off filters or change them as part of the Lease conditions.
30. **Joint and Several Liability:** The undersigned Tenant(s), whether or not in actual possession of the Rental Property, are jointly and severally liable for all obligations under this Rental/Lease Agreement and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord's "duty of care" to prevent personal injury or property damage where that duty is imposed by law.
31. **Access** - Landlord recognize that Tenant has a right to privacy and wishes to observe that right scrupulously. At certain times, however, Landlord, BRMI, Landlord's designated Agent, or employees may have to gain access to the Rental Property for the purposes of showing it to a prospective Tenant, purchaser, lenders, or others for repair, inspection, or maintenance. When seeking access under ordinary circumstances, Landlord will schedule entry between the hours of 8 a.m. and 8 p.m., Monday through Saturday, except on holidays, and Landlord will provide Tenant reasonable notice of twenty-four (24) hours, or less than twenty-four (24) hours with Tenant's concurrence. **In emergencies, there will be no notice required for Landlord or BRMI to access the Rental Property.**
32. **Telephone Numbers and Employment** - Tenant agrees to furnish to Landlord, BRMI or Landlord's Agent, a contact telephone number whenever the contact number changes upon move in and will also notify Landlord BRMI, or Landlord's Agent of any change in employment and employment telephone numbers.
33. **Peace and Quiet** - Tenant is entitled to quiet enjoyment of the Rental Property, and their neighbors are entitled to the same. Tenant agrees they will refrain from making loud noises and disturbances, that they will keep down the volume of their music or broadcast programs at all times so as not to disturb other people's peace and quiet, and that they will not install wind chimes.
34. **Alteration, Decorations and Repairs** - Tenant(s) agree not to alter or decorate the Rental Property without first obtaining Landlord's written permission. Decorations include painting and wallpapering of the interior or exterior of the Rental Property. Further, Tenant agree not to repair the Rental Property or anything belonging to Landlord without first obtaining Landlord's written permission unless such repairs cost less than one hundred dollars (\$100), and Tenant agrees to pay for them. Tenant shall hold Landlord harmless for any mechanics liens or proceedings, which Tenant causes to be imposed against the Rental Property. Any alteration or decoration made by Tenant becomes the property of Landlord upon termination of the Lease.
35. **Notification of Violation** - Tenant hereby acknowledges receipt of any and all homeowners' association rules and regulations, Tenant agrees to pay Landlord a fee of **25** for each and every notice of violation received by Landlord or BRMI by the homeowners' association and/or its management company, or lease violation.
36. **Prolonged Absences** - Tenants agree they will notify Landlord whenever they plan to be absent from their Rental Property more than ten (10) days.
37. **Business Use** - Tenants agree to use the Rental Property as their personal residence only. They agree to conduct no business on the Rental Property without first obtaining Landlord's written permission.
38. **Lawful Use** - Tenants agree that they will not themselves engage in any illegal activities on the Rental Property nor will they allow others to engage in any illegal activities on or in the Rental Property insofar as they have the power to stop such activities.
39. **Rules and Regulations** - Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords' association or Landlord, posted on the premises, given, and/or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords' association or other authorities due to any violation by Tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants or neighbors, or use the Rental Property for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Rental Property.
40. **Insurance** - Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord negligence. Landlord's insurance policy does not cover Tenants' possessions or Tenants' negligence. Tenants agree to obtain a Renter's Insurance policy with liability limits of not less than \$100,000 to cover damage to or loss of their own possessions, as well as losses resulting from their negligence for the duration of the lease and any subsequent renewal period. Failure to maintain Renter's Insurance will be considered as a breach of the Lease and grounds to terminate the Lease. Tenant shall provide Landlord and BRMI of proof of insurance and any notice of

cancellation of same. Landlord reserves the right to reinstate or replace said insurance policy, which Tenant agrees will be considered additional Rent owed by Tenant to Landlord.

41. **Insurance Considerations** - Tenants agree that they will do nothing to the Rental Property nor keep anything on the Rental Property, which will result in an increase in Landlord's insurance policy or an endanger the Rental Property. Tenants agree that will they not allow anyone else to do so.
42. **Fire or Casualty Damage** - During any time when the Rental Property cannot be used because of fire or casualty damage, Tenants are not responsible for payment of Rent. Should a portion of the Rental Property become unusable due to fire or casualty damage, Tenants are not responsible for payment of rent on that portion. In either case, Landlord and BRMI reserves the right to decide whether the Rental Property is usable and what portions are usable. Landlord is not responsible for repairing or replacing any improvements made by Tenants if those improvements are damaged. Should the fire or casualty damage have been caused by Tenants' own action or neglect, Tenant shall not be relieved of the responsibility for payment of Rent, and they shall bear full legal and financial responsibility for repair of the damage.
43. **Taxes** - The total property taxes for this property as of July of 2020 are 1057.00. The monthly taxes of 88 are included within your monthly base Rent.
44. **Smoke Detectors & Fire Extinguishers** - The Rental Property is equipped with smoke detection device(s) and a serviceable fire extinguisher. Tenant agrees to test the smoke detector within 1 hour of occupancy and inform Landlord, BRMI or another Agent designated by Landlord immediately if detector is not working. Tenant will be responsible for testing the smoke alarm once a week by pushing the "Press to Test" button for approximately 5 seconds. If smoke detector makes no sound, Tenant will notify Landlord, BRMI or another Agent designated by Landlord immediately in writing of any problems. Tenant understands that the smoke detector is a battery-operated device and that it is the Tenant's responsibility to ensure that the battery is in operating condition at all times. If after replacing the battery, any smoke detector will not operate, or fire extinguisher is discharged or otherwise unusable, Tenant will notify Landlord, BRMI or another Agent designated by Landlord immediately in writing.
45. **Service of Process** - Every Tenant who signs this Lease agrees to be an agent of the other Tenants and occupants of the Rental Property and is authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.
46. **Identity of Manager - Blackbird Realty and Management Inc. (BRMI), is the managing Agent** of this Rental Property and is authorized to accept legal service on Landlord's behalf. Their address is as follows: **1810 East Sahara Avenue, Ste 112, Las Vegas, NV 89104**
47. **Holding over / Month to Month** - If Tenants remain on the Rental Property following the date of the termination of this Lease, they are "holding over" and become liable for "rental damages" equaling one/thirtieth of the amount of their then current monthly Rent for every day they hold over. **The Lease then converts to a month-to-month lease, and the Rent shall increase by 20% and be 1860 Landlord/Agent GWT Tenant [initials] [initials] [initials]**
48. **Possession** - Landlord shall endeavor to deliver possession to Tenant by the commencement date of the Lease. Should Landlord be unable to do so, Landlord and BRMI shall not be held liable for any damages Tenant suffers as a consequence, nor shall the Lease be considered void unless Landlord is unable to deliver possession within ten (10) days following commencement date. Tenant's responsibility to pay Rent shall begin when they receive possession of the Rental Property.
49. **Non-Waiver** - Should either Landlord or Tenants waive their rights to enforce any breach of this Lease, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Landlord may know when accepting Rent that Tenants are violating one or more of the Lease's conditions, Landlord in accepting Rent is in no way waiving Landlord's rights to enforce the breach. Neither Landlord nor Tenants shall have waived their rights to enforce any breach of the Lease unless they agree to a waiver in writing.
50. **Illegal Provisions not Affecting Legal Provision** - Whatever item in this Lease is found to be contrary to any local, state or Federal law shall be considered null and void, just as if it had never appeared in the Lease, and it shall not affect the validity of any other item in the Lease.
51. **Choice of Law** - This Lease shall be governed, construed and enforced by the laws of the State of Nevada.
52. **Legal Services Fees** - If any party to this Lease shall bring a cause of action against the other party for enforcement of the Lease, the prevailing party shall recover reasonable attorneys' fees and costs associated therewith.
53. **EPA & U.S. Government Disclosure** - This Rental Property was constructed in 2003. If the Rental Property was constructed prior to 1978, the undersigned will be provided with a **LEAD WARNING pamphlet. Landlord/Agent GWT Tenant [initials] [initials] [initials]**
54. **Nevada Required Disclosures** - Nevada Revised Statute 118A requires the following disclosure be placed in all written lease agreements:
 - a. It is a misdemeanor to commit or maintain a public nuisance or 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. See NRS 202.470
 - b. 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.
 - c. Tenant has the right to display the Flag of the United States of America, provided that the Flag is displayed in accordance with the Federal Flag Statute.
55. **Drug Free Housing** - Landlord and Tenant agree as follows:
 - a. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the Rental Property. "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 Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
 - b. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Rental Property.
 - c. Tenant or member of Tenant's household will not permit the Rental Property to be used for or to facilitate activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - d. Tenant or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject Rental Property or otherwise.
 - e. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not engage in acts of violence, including, but not limited to the unlawful discharge of firearms, on or near the Rental Property.

f. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provision of this Drug-Free Housing Section shall be deemed a serious violation and a material noncompliance/breach of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be proven by a preponderance of the evidence.

56. Service Member Civil Relief Act - In the event that Tenant is a member of the United States Armed Forces on extended active duty and hereinafter Tenant receives permanent change of station orders to depart from the area where the Rental Property is located, or if Tenant is relieved from active duty, or if Tenant is assigned government quarters, then in any of these events, Tenant may terminate this lease upon giving at least thirty (30) days' notice to Landlord, which notice shall be accompanied by delivery of a copy of official orders or a letter from Tenant's commander, reflecting the change which warrants termination under this clause.

57. Homeowner's Association:

Tenant understand that the Rental Property is located within the jurisdiction of a common interest community referred to as **Sunburst HOA**. The Attachment of this Lease Agreement specifies the Rules & Regulations for this Association and tenant acknowledges receipt of a copy of these Rules & Regulations

Tenant has not received Homeowners Association Rules & Regulations because there are no formal associations available to the Rental Property, however, all CC&R's regulating the Rental Property in the County still apply.

Tenant Responsibility to Care and Maintain Rental Property - Tenant shall be responsible for the following:

- a. The complete "Blackbird Realty and Management, Inc. Maintenance Guidelines" both during occupancy and when vacating which are Attachment A of this Lease.
- b. Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Rental Property.
- c. Reporting to Blackbird Realty and Management, Inc., the Landlord or any Agent of Landlord items needing repair.
- d. To pay for damage to property because of failure to report a problem in a timely manner.
- e. To pay upon demand for costs to repair, replace or rebuild any portion of the Rental Property damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
- f. To replace any broken or cracked GLASS, no matter what the circumstances of breakage
- g. Payment of any unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service calls because of failure to keep appointments with repairmen.
- h. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- i. Under no circumstances is Tenant to perform any electrical repairs to the Rental Property.

58. Pest Notice: Tenant understands that the Rental Property is in the Mohave Desert and that numerous pests, rodent and insect species (collectively, Pests) exist in Southern Nevada. Pests may include but are not limited to scorpions (approximately 23 species including bark scorpions) spiders (including black widows and brown recluse), bees, roaches, snakes, ants, termites, mice and pigeons. The existence of Pests can vary by season and location. Within (30) days of occupancy, if the Rental Property has pests, Landlord at Tenant's request will arrange for and pay for initial pest control spraying. Tenant agrees to pay for the monthly pest control spraying fees thereafter. The names and phone numbers of pest control providers are in the yellow pages and on the Internet. Tenant may also use the pest control provider we send to the property for the initial spraying. For more information on pests and pest control providers, Tenant should contact the State of Nevada Division of Agriculture at www.agri.nv.gov.

59. Non-Smoking Premises – The use of any tobacco, marijuana, sage, incense, aroma therapy products of any kind are strictly prohibited in the interior of the Rental Property including the garage and balcony. Any violation of this policy is grounds to terminate the Lease and may require painting of the entire interior, fumigation and odor removal from the entire Rental Property. In addition, cleaning of the heating and air conditioner and ventilation system of the home and possible replacement of the floor and window coverings may also be required. **ANY REMEDY TO CLEANUP THE PREMISES BECAUSE OF VIOLATION OF THIS PARAGRAPH WILL BE AT TENANT'S EXPENSE. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.**

60. Media Release - The condition of our managed properties is routinely videotape before and after each tenancy, as well as to market our property and business with video tours, testimonials etc. Applicant(s) and Property Owner(s), Tenant(s) and Property Manager(s) understand and agree(s) Blackbird Realty and Management, Inc. can use these videos for any legal purpose, and accepts any risk or consequence from these videos being used in the course of business.

61. Non-Disparagement / Representations - OWNER, LANDLORD, APPLICANT, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or "review" type publication site, effective the date of this Lease. This provision relates to remarks, statements, publications, opinions, evaluations or any other thought process reduced to writing regarding: (1) this Lease; (2) any parties' performance under this Lease; (3) the Lease to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, LANDLORD, APPLICANT, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars (\$300.00) per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/ statement/ representation. OWNER, LANDLORD, APPLICANT, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States

and/or Nevada Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorneys' fees and costs against the other party. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the Lease and this Lease is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision

- 62. ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental Agreement, the attachments are incorporated herein:

Document	Attachments	Pages	Keys /Remotes	Quantity	Received by
Maintenance Instructions	A	6	Door Keys		
Pet/ Service Animal Addendum	B	1	Mailbox Keys	3	
Lead Base Paint Disclosure	C	1	Laundry Room	2	
Duties Owed	D	2	Garage Remote	0	
Crime Free Addendum	E	3	Gate Remotes	2	
Tenant Acknowledgement	F	1	Other	2	
Move in/out checklist	Emailed after walk through		Other Keys	0	
Community Rules (CC&Rs)	Online		Other Keys	0	
Water Softener Addendum	G	1			
Swimming Pool Addendum	H	1			
Landscaping Addendum	I	1			
Move-Out Addendum	J	1			

63. Additional Terms and Conditions:

**The property does not have a pool.
No additional terms or conditions exist.**

This Lease, along with any exhibits and attachments hereto, constitutes the entire agreement between Landlord and Tenant relative to the Rental Property and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant hereby agree that all oral agreements between and among themselves and their agents or representatives relative to the Lease of the Real Property are evoked by this Lease.

LANDLORD or Authorized Agent

08/11/2020

George W. Trombley, Agent of Owner
Real Estate License # B.0028305.CORP / Permit # PM.0128305.BKR

TENANT

Authentisign
Anissa G Taylor
8/11/2020 3:26:18 PM PDT

08/11/2020

Authentisign
Jasmine D Carrington
8/11/2020 3:30:46 PM PDT

08/11/2020

Authentisign
Michael T Widener
8/11/2020 3:39:52 PM PDT

08/11/2020

MAINTENANCE ADDENDUM

ATTACHMENT A

The following are maintenance instructions for the Lease Agreement dated 08/11/2020 for the following tenants: Anissa G. Taylor, Jasmine D. Carrington, Michael T. Widener, _____ of the property located at 2625 La Mata Street, Las Vegas, NV 89108.

ALL MAINTENANCE REQUESTS NEED TO BE IN WRITING

The easiest and most efficient way to do this is by using the online tenant portal. Use the following link to request maintenance or pay your rent. https://blackbirdrealty.appfolio.com/connect/users/sign_in

For Emergencies, call 702-333-8300 and listen carefully to the instructions. We will need your name, address and phone number first. Chances are we will not recognize your voice or know where you live because we manage a lot of properties and have many tenants. Please speak slowly when leaving a message. Sign onto the tenant portal and report the problem because multiple people will be able to see the work request and much of the needed information will appear in the work request.

For non-emergencies, use the tenant portal to report the problem and request maintenance. Any information you want us to know should be provided in the maintenance request. For example, you want the maintenance done Tuesday afternoon. **NOTE: Normal maintenance is performed during normal business hours which are Monday through Friday from 8:00 am to 5:00 pm. Some vendors work on Saturday as part of their normal business hours and you may be able to schedule the maintenance on a Saturday but that is up to the vendor.**

Emergency Verses Non-Emergency

Emergency	Not an emergency
Broken water line, house or apartment flooded.	Slow draining sink, tub, or shower.
Overflowing toilet, sink, shower, or bathtub.	1 blocked toilet (not overflowing) and another toilet available and not blocked.
Broken window, shades of glass present.	Cracked window.
House broken into and unable to be secured.	Air Conditioning not cooling or heating.
Smell of gas in home.	You can't access the tenant portal to pay your rent.
Burned electrical outlets.	Refrigerator that stops cooling.
Circuit breaker that will not reset.	Stove that doesn't work, even on Thanksgiving.
All toilets, or sinks blocked.	Any appliance breakdown is not an emergency.
Broken water line, house or apartment not flooded yet.	Garage door that will not open with remote.

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Tenant Initials   

Maintenance issue and repair priority

Problem	Status	Repair Priority
AC system not cooling.	Essential system / High Priority	Repair personnel will be contacted and should arrive within 24 hours.
1 blocked toilet (not overflowing) and another toilet available and not blocked	High priority	Repair personnel will be contacted and should arrive within 24 hours.
Cracked window.	Normal priority	Vendor will be contacted and repair will be scheduled with 5 to 7 days.
Refrigerator that stops cooling.	High priority	Repair personnel will be contacted and should arrive within 24 hours.
Dripping faucets, running toilets.	High priority	Repair personnel will be contacted and should arrive within 24 hours.
Stove that doesn't work, even on Thanksgiving.	Normal priority	Vendor will be contacted and repair will be scheduled with 5 to 7 days.
Circuit breaker that will not reset.	High priority	Repair personnel will be contacted and should arrive within 24 hours.
Inoperable garage door	High priority	Repair personnel will be contacted and should arrive within 24 hours.

Here are some troubleshooting tips and things to try when problems occur.

Oven does not work.	Check time-bake to be sure the settings on the unit are not preventing the oven from working. An oven set on time bake WILL NOT HEAT. An oven on time-bake can mean a charge to you.
The AC doesn't work	Check ALL circuit breakers. Often during hot weather or if a circuit breaker overloads, it will trip off the circuit breaker. A tripped circuit breaker is often difficult to see, and it could appear that it is not. Therefore, you must turn the breaker all the way off and then turned the break all the way on.
Garbage disposal does not work.	Check underneath on the disposal unit and push the reset button. There was a "S" shaped allen wrench that can be used to break the disposal free. The wrench was taped to the disposal.
Electrical does not work in bathrooms	Check for the GFI plug, which is usually located in the garage, patio, kitchen, or the bathroom. Reset the GFI plug and most likely, it will restart the electrical. Sometimes there is more than one GFI; it is a good idea to check around the house to be aware if an electrical problem should occur.
Circuit breakers continuously needs resetting.	Check all appliances to see if too many appliances are running such as irons, microwave, toaster, curling iron, computers, printer, blow dryers, and more are causing an overload.

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Landlord Initials _____

Smoke alarm beeps or stops working	Change the batteries in all the smoke detectors because they are wired together. If that doesn't solve the problem, submit a work request. DO NOT DISCONNECT THE SMOKE ALARM! Test the smoke alarm every 30-days.
------------------------------------	--

Tenants are responsible for the following routine maintenance:

- Tenants are responsible for normal pest control unless a problem is reported in the first 30-days
- Be careful for the safety of the children and pets at all times when storing and applying pesticides.
 - For inside insects such as fleas, ants spiders, silverfish, and more consider the following:
 - Insect foggers are the most reliable and can be purchased at most groceries store and garden supply stores. Follow the instructions on the can, cover all food and dishes, have all adults, children and animals leave the home for a minimum of 4 hours.
 - For outside insects such as ants, fleas, grasshoppers, cockroaches and more:
 - Granulated or liquid products can be purchased at garden supply store such as Lowes or Home Depot and are usually very effective and economical.
 - Follow the directions on the packaging and apply around the perimeter of the house and any fences.
 - If insect problems persist, submit a written work request though the tenant portal or deliver the work request to the office.
- Rodents, Varmints, Pigeons
 - If you have a pigeon problem, stop feeding the pigeons and submit a written work request to our office.
 - If you see mice, rats or other large rodents, submit a written work request to our office.
- Grounds Maintenance
 - Landscaping and watering of the plants, grass, trees are the responsibility of the tenant and must be done in such a manner that the plants, grass and trees don't die because of a lack of water. The watering restrictions require that the landscaping clock needs adjustment 4 times a year. If you need help with adjusting the clock, submit a work request through the tenant portal
 - You must keep all the landscaping watered unless the Homeowner's Association controls the irrigation system.
 - If the property has a pool, it is necessary to maintain the water level in the pool. In the summer months, approximately 1 inch of water evaporates each day from the pool and needs to be replenished. The water level must never fall below the skimmer basket in order to avoid damaging the pump and filter equipment.
 - In the summer months, the pool pump must run a minimum of 8 hours per day to ensure that the chemicals are cycled around the pool at least twice per day. Running the pump 1 hour per day for every 10 degrees in temperature is preferred.
 - In the winter months, the pool pump must be run at night to prevent the pool and equipment from freezing.
- Trash Removal
 - The trash receptacles that are provided with the property need to be kept as clean as possible. Do not dispose of raw food in the dumpster and bag all the trash properly to avoid bugs.
 - The trash receptacles need to be stored out of site from the street and should only be brought to the curb on trash collection day and removed once trash has been picked up. Republic Services has a large collection day twice each month. You can contact Republic Service at (702) 735-1515 for more information on large trash pickup.
 - Toxic waste such as motor oil, anti-freeze, and solvents or batteries should not be placed into the trash receptacles and need to be disposed of properly. Please check with Republic Services for the more information of disposal of any hazardous materials.

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Landlord Initials _____

- Holiday decorations and lights
 - Holiday lighting is allowed but must not be attached to the property with nails or hooks. Use non-destructive clips that attach to the fascia board and can be installed and removed without damaging the home. Please check for bad plugs and loose wires.
 - Holiday lighting can be installed two weeks before the holiday and must be removed one week after the holiday ends.
- Cleaning and maintenance of the property
 - Kitchens
 - Keep food cleaned up at all times and clean and degrease stove and hood vents regularly.
 - Ovens
 - Do not leave oven on and unattended when leaving the house at anytime.
 - Do not allow grease buildup as this can cause a fire and also attract bugs and rodents.
 - Continuous or Self Cleaning Ovens
 - Clean regularly
 - Follow the cleaning directions, usually located on the top of the stove/oven door.
 - If oven is a self cleaning oven, do not use commercial oven cleaner such as "Easy Off" as this will ruin the self cleaning oven and you will be financially responsible for its replacement.
 - Do not leave oven on high heat for longer than 3 hours.
 - Regular ovens that are not continuous or self cleaning.
 - Use a commercial oven cleaner such as "Easy Off" and follow the directions on the product.
 - Bathrooms
 - Prevent mildew and mold from forming by allowing proper ventilation. Run the exhaust fan and leave the door open after showering or bathing to allow the room to dry out.
 - If mildew or mold appears use products such as X-14 or Tilex to remove immediately.
 - Use exhaust fan or window while taking showers and for an extended period of time afterward.
 - Carpets and flooring
 - Maintenance and cleanliness of carpets and flooring are the responsibility of the tenants during occupancy, and when moving and at their own expense. If steam cleaning is needed, Keystone Carpeting (702) 597-9606 will provide you with our volume discount of 12 cents a square foot.
 - Keep floor vacuumed.
 - Cleanup spills immediately to prevent stains and damage.
 - Do not use wax on vinyl or tile.
 - Use only hardwood floor cleaners on hardwood floors
 - Have carpets steam cleaned when appropriate. **Do not use home floor cleaning machines as you will only be bringing someone else's dirt into your home.**
 - Windows and window furnishings
 - Maintenance and cleanliness of window and window furnishings are the responsibility of the tenants during occupancy, and when moving and at their own expense.
 - If home has drapes, do not wash them. **Dry clean drapes only.**
 - Check curtains before washing to see if they are washable and if not dry clean only.
 - Wipe the blinds with a soft dry cloths or with products designed for cleaning blinds.
 - Close windows against the elements of the weather when appropriate to avoid damage to the interior.
 - Close doors and windows when leaving the home.
 - **It is the tenant's responsibility to report all repairs needed and maintenance problems**
 - Tenants can incur financial damages if they fail to report maintenance problems. You have a duty to report these problems to Management.
 - Report the following:
 - Any sign of mold in the property immediately
 - Any and all toilet and faucet leaks and any plumbing backups.
 - Any leaks around the water heater or water softener.
 - Electrical problems
 - Heating or air conditioning problems
 - Inoperative smoke detectors
 - Faulty appliances supplied with the property
 - Roof leaks
 - Broken windows or doors
 - Fence or block walls in need of repair

Tenant Initials





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Landlord Initials _____

- Malfunctioning water sprinklers. Sprinklers should not be hitting the house or walls when operating.
 - Any other unsafe condition or items that needs repair
 - Major pest control items such as bees, cockroaches, rats, mice, pigeons, termites
 - **Tenants will be responsible for the following charges:**
 - If you fail to report a necessary repairs.
 - If there is a service call for an electrical issue and the only corrective action is to reset the breaker.
 - If the oven is reported as not working and the only problem is that it was set to "time bake"
 - Tenant caused sewer stoppages and backups.
 - **If a tenant fails to meet a vendor for an assigned appointment and there is a charge from the vendor.**
 - If the Tenant or Tenant's Guests or Invitees, cause damage to the property
 - If the Tenant's pet or support animal causes damage to the property.
 - If the Tenant reports a repair which does not require service
 - If the Tenant fails to replace a battery for a smoke detector or battery for remote door opener, and causes a service call for only a battery replacement.
 - For replacing doors, jambs, broken glass and/or windows unless Tenant provides a Police report detailing the cause of the problem showing forced entry by others.
 - For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind storm or other inclement weather.
 - **Tenants are NOT to do the following**
 - Do NOT wash the draperies
 - Do NOT perform electrical work (this does not include changing light bulbs or batteries)
 - Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior written approval from the Landlord or Landlord's Agent.
 - Do NOT perform repairs unless authorize to do so in writing by the Landlord or Landlord's Agent or repair is outlined in this attachment.
 - Do NOT deduct any unauthorized or pre-authorized maintenance expense from the rent, unless authorized by Management. If Management authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The undersigned tenants understand and acknowledge receipt of these Maintenance Instructions. The instructions are Attachment A to our Lease Agreement.

2625 La Mata Street, Las Vegas, NV 89108

08/15/2020 to 08/31/2021

LANDLORD or Authorized Agent

Tenant: Anissa G Taylor 08/11/2020
8/11/2020 3:26:27 PM PDT

**George W. Trombley
As: Agent of Owner**

08/11/2020

Tenant: Jasmine D Carrington 08/11/2020
8/11/2020 3:30:58 PM PDT

Tenant: *Michael T Widener* 08/11/2020
8/11/2020 3:40:02 PM PDT

Tenant:

Tenant Initials *AGT* *JDC* *MSW*

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is _____ Not represented by licensee _____

whose license number is not applicable. The licensee is acting for [client's name(s)] _____Not represented by licensee _____ who is/are the Seller/Landlord; Buyer/Tenant.Broker: The broker is No broker representation, whose company is No real estate company representationAre there additional licensees involved in this transaction? Yes No If yes, Supplemental form 525A is required.**Licensee's Duties Owed to All Parties:**

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
 - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [] / [] OR MAY NOT [] / []

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: _____ Date: _____ Time: _____

OR _____ Date: 08/11/2020 Time: 3:26 PM

Buyer/Tenant: Anissa G Taylor _____ Date: _____ Time: _____8/11/2020 Anissa G. Taylor _____ Date: 08/11/2020 Time: 3:31 PM

Buyer/Tenant: _____ Date: _____ Time: _____

Jasmine D Carrington _____ Date: 08/11/2020 Time: 3:40 PM

Jasmine D. Carrington 31:01 PM PDT

Approved Nevada Real Estate Division
Replaces all previous versionsMichael T Widener
Michael T. Widener

8/11/2020 3:40:05 PM PDT

08/11/2020

3:40 PM

Revised 11/7/16

525



PET ADDENDUM

ATTACHMENT B

The following is the Pet Agreement for the Rental Agreement dated 08/11/2020 for Tenant(s) Anissa G. Taylor, Jasmine D. Carrington, Michael T. Widener, for property at 2625 La Mata Street, Las Vegas, NV 89108.

The Landlord or Landlord's Agent grants the undersigned Tenant permission to keep the following animal/pet(s) and will verify the following information when signing:

NAME	TYPE	BREED	COLOR	HEIGHT / WEIGHT
Lola	Dog	Staffordshire Terrier	Brown / White	70 LBS
Kush	Dog	Chihuahua	Brown / White	20 LBS

The undersigned Tenant agrees to the following conditions:

1. The Tenant fully understands that the pet acceptance fee paid is not refundable. Tenant fully understands the Landlord can use any part of the tenant's entire security deposit for any damage caused by their pet.
2. The Tenant understands that when they vacant the property that the carpets will be treated for stains, fleas, and damage beyond normal wear that was caused by their pets. Landlord will rely upon reports provided by Landlord's vendor of choice regarding stains and treatment needed for carpeting.
3. The Tenant fully understands they will be responsible for professional carpet cleaning during and after vacancy due to the approval for having a pet on the premises and is to be at the tenants' expense. The Tenant must obtain approval of the carpet cleaning company from the Landlord and/or Landlord's Agent.
4. The Tenant fully understands they are responsible for pest control during and after vacancy, due to approval for having a pet on the premises, and the pest control is to be at the tenants' expense.
5. The Tenant is to keep only the animals specifically listed above and CANNOT substitute any other animal/pet without permission of the Landlord or Landlord's Agent.
6. The Tenant cannot "baby sit" or do any "care taking" of any animal, bird or pets of any nature, for another party on the premises for any friend, relative or acquaintance at any time.
7. The Tenant agrees to keep their pets under control at all times and abide by the County or City codes pertaining to animals and Tenant agrees to keep their pet restrained when it is outside of the dwelling.
8. Landlord, and/or Landlord's Agent, will report any pet left unattended for twenty-four (24) hours or more, or whose health the Tenant's neglect, mistreatment, or their ability to care for the animal to the Animal Control authority or any other appropriate authority. The Landlord and/or Landlord's Agent deems such circumstances an emergency for the purposes of the Landlord's right to enter the Tenant's unit to allow such authority to remove the animal from the premises. The Landlord accepts no responsibility for any pet removed.
9. The Tenant agrees to dispose of their pet's feces properly and promptly. The Tenant also agrees to dispose of all feces properly and promptly even if it is not from their pet. For the purposes of this paragraph, promptly is defined and daily.
10. The Tenant agrees not to leave food or water for their pet or any other animal outside the front of the dwelling.
11. The Tenant agrees to keep their pet from causing any annoyance or discomfort to others. Tenant will remedy immediately any complaints made through the Landlord or Landlord's Agent.
12. The Tenant is not to allow their pet to give birth on the property.
13. The Tenant agrees to pay immediately for any damage, loss, or expense caused by their pet.
14. The Tenant guarantees to Landlord or Landlord's Agent the pet(s) listed above have received the appropriate vaccinations, required by governing agencies, including but not limited to, the County, City or State
15. The Tenant agrees that Landlord or Landlord's Agent reserve the right to revoke permission to keep the pet should the Tenant break this agreement.
16. The Tenant agrees to remove the pet if there is any incidence or report of violent behavior of the pets in this agreement.

The Tenant agrees to indemnify, defend and hold Landlord or Landlord's Agent harmless from and against all claims, actions, suits, judgments and demands brought by another party due to any activity or damage caused by the Tenant's pet.

17. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

LANDLORD / AGENT

George W. Trombley, Broker

Tenant:	 Anissa G. Taylor 8/11/2020 03:26:37 PM PDT	Authentisign Anissa G. Taylor 08/11/2020
Tenant:	 Jasmine D. Carrington 8/11/2020 03:26:37 PM PDT	Authentisign Jasmine D. Carrington 08/11/2020
Tenant:	 Michael T. Widener 8/11/2020 03:26:37 PM PDT	Authentisign Michael T. Widener 08/11/2020
Tenant:		



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident on or off the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
Initials: *ASJ* Initials: *JDC* Initials: *MSW*

2. Shall not engage in any act intended to facilitate criminal activity.
Initials: *ASJ* Initials: *JDC* Initials: *MSW*

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
Initials: *ASJ* Initials: *JDC* Initials: *MSW*

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in N.R.S.453.566 and N.R.S.453.321, at any locations, whether on or off the dwelling unit premises.
Initials: *ASJ* Initials: *JDC* Initials: *MSW*

5. Shall not engage in any illegal activity, including, but not limited to:
 - a: prostitution as defined in N.R.S. 201.295;
 - b: criminal street gang activity as defined in N.R.S. 193.168;
 - c: assault and battery as prohibited in N.R.S. 200.471, and N.R.S. 200.481, including domestic battery;
 - d: the unlawful discharge of a weapon, on or off the dwelling unit premises, as prohibited in N.R.S. Chapter 202; or
 - e: any breach of the lease agreement that jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a **single violation shall be good cause for immediate termination of the lease.** Unless otherwise provided by law, **proof of violation shall not require a criminal conviction,** but shall be by a preponderance of the evidence.

Initials: Initials: 

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Initials: Initials: 

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Initials: Initials: 

9. I authorize property management to use police generated reports as Direct Evidence against me in an eviction hearing.

Initials: Initials: 

 Anisa G Taylor
8/1/2020 3:26:40 PM PDT
Resident Signature

08/11/2020

Date

Property Manager's Signature

Date

 Jasmine D Carrington
8/1/2020 3:31:14 PM PDT
Resident Signature

08/11/2020

Date

2625 La Mata Street, Las Vegas, NV 89108
Name / Address of Property

 Michael T Widener
8/1/2020 3:40:27 PM PDT

08/11/2020

MOVE-OUT ADDENDUM

This LEASE ADDENDUM is incorporated into and made part of the lease dated 08/11/2020 for
2625 La Mata Street, Las Vegas, NV 89108 between
Mih Living Trust ("Owner") of the property described above ("Property") and
Blackbird Realty and Management, Inc. ("Broker") and Anissa G. Taylor Jasmine D. Carrington Michael T. Widener
("Tenant").

1. The Tenant understands and agrees that the utilities (water, power, gas) must remain on until the last day of possession.
2. The Tenant understands and agrees that a _____ charge per utility shut off prematurely will be deducted from the Security Deposit.
3. The Tenant understands and agrees that the carpets must be professionally cleaned and that if they don't use Keystone Carpets (702) 597-9606, the preferred vendor for carpet cleaning that management may at their sole discretion hire them and deduct the costs for carpet cleaning from the Security Deposit.
4. The Tenant understands and agrees that Broker has standards of cleanliness and that if they are not satisfied with the cleanliness of the unit, the Broker will hire a professional cleaning company to clean the home to their standards. Use our vendor and our rates, Valley Wide Cleaning (702) 279-3998
5. The Tenant understands and agrees that when the tenancy ends, on that day all the keys, remotes, or any other item issued during the lease must be turned over to management.
6. The Tenant understands and agrees that failure to return all keys on the last day of possession means that possession continues and they are responsible for the daily rate equal to 1/30 of the monthly rent for each day that they have the keys. In addition the daily rate will continue until the locks are changed or new remotes are provided and old remotes are de-programmed.
7. The Tenant understands that the Broker will video and digitally document the condition of the property at the time of move-out and I will receive a link to the video. The move-out video will be shared with the property owner and maintained by Blackbird Realty and Management, Inc.
8. The Tenant understands and agrees that management has 30 days to return my security deposit and that it will be mailed at the forwarding address we supply when we give notice to move.
9. The Tenant understands and agrees that leaving large amounts of trash on the driveway or street at move-out is unacceptable and that they must arrange for the pickup of all trash and items that don't fit in the normal trash toters. Republic Services has large item pickup day twice per month and will coordinate the trash pickup to coincide with the large item pickup day that occurs before moving out. Failure to arrange for the trash removal means the Broker will hire someone on the day we take possession to haul the items away and deduct the costs of doing so from the Security Deposit.
10. The Tenant understands and agrees that they will not be able to come back and access the mail box after they move and must forward their mail.
11. The link to forward the mail is: <https://moversguide.usps.com/mgo/disclaimer>

Landlord or Authorized Agent

08/11/2020

George W. Trombley, Broker

Date

Tenant

Authentisign

Anissa G Taylor

8/11/2020 3:26:13 PM PDT

08/11/2020

Authentisign

Jasmine D Carrington

8/11/2020 3:26:13 PM PDT

08/11/2020

Authentisign

Michael T Widener

8/11/2020 3:26:13 PM PDT

08/11/2020

Top 10 Things to Expect from Blackbird Realty and Management Inc.

1. You can expect that the timeliness of your rent payments will be recorded and reported to Rent Bureau on Experian, whether paid online or through the office.
2. You can expect us to notify you of any HOA violations that are reported to us and to assist when possible to avoid any fines levied because of violations
3. You can expect us to respond quickly to any maintenance request.
4. You can expect us to not deal with you in a manner that is deceitful, fraudulent or dishonest.
5. You can expect us to exercise reasonable skill and care performing our management duties.
6. You can expect us to disclose any material or relevant facts, date or information known or with reasonable care and diligence we should know about the property.
7. You can expect us to disclose to you each source of compensation we receive with regards to your tenancy. We are paid a fee by the property owner each time we collect rent.
8. You can expect us to abide by all duties, responsibilities and obligations of a real estate licensee in law or regulations in the State of Nevada.
9. You can expect us to advocate for our client and represent our client on all matters relating to the property and your tenancy.
10. You can expect us to respond to you within the same day or next business day.

BRMI- 20-319

Tenant Initials

Landlord Initials _____