

LEASE AGREEMENT RENEWAL

Picerne Property Name
Picerne Property Addr.
City, ST Zip

This Lease Agreement (the "Lease") is executed by and between **Picerne Property Management, LLC** as managing agent for **Picerne Property Name** dba **Picerne Property Name**, (hereinafter "Owner(s)") and **Resident Name**, (Collectively the "Resident") who agree jointly and severally to rent apartment **Picerne Property Address, City, ST Zip** (the "Premises") at **Picerne Property Name, Picerne Property Address, City, ST Zip**, located in **Clark** County (the "Property") on the terms and conditions set forth herein.

OCCUPANTS: The Premises will be occupied by Residents and (List all other adults and minors of the household not included above as leaseholders). The number of occupants allowed in the premises is subject to federal, state, or local laws, rules, and regulations, including, but not limited to, certificates of occupancy, building, fire, and zoning codes.

(1) Occupant Name

Occupancy is limited to the Residents and Occupants named herein. No other Occupants are permitted. People not listed above may not occupy the Premises for more than **seven (7)** consecutive days and/or not more than **seven (7)** days in any one month without Owner's written consent. If Resident attempts to sublet, transfer, or assign this Lease and/or allows any person other than those listed above to occupy the Premises without Owner's prior written consent, such act shall be deemed a material non-compliance by the Resident of this Lease, and the Owner may terminate this Lease.

LEASE RENEWAL TERM: This Lease shall commence on the **xx day of Month, 2025** and shall expire on the **xx day of Month, 2026** (the "Expiration"). **This Lease will be automatically renewed on a month-to-month basis unless written notice of termination is given by either party at least 60 days prior to the end of the above lease term or renewal or extension period or unless another Lease is signed by both parties. Proper written notice of termination is detailed under MOVE-OUT NOTICE AND EARLY MOVE-OUT on page 2 of this Lease Agreement.** The Owner reserves the right to deny renewal of this Lease or to deny the extension on a month-to-month basis. Owner may require the execution of a new Lease Agreement for a month-to-month tenancy. When applicable, a month-to-month convenience fee of **\$200.00** per month will be assessed to the resident, in addition to the current market rental amount. Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis and may be terminated by either party upon proper written 60-day notice to the other party in advance of the next rental due date. **Rental amounts are due on the first day of each month.**

RENT: The total monthly periodic rental payment** (the "Rent") shall be **\$TOAL MONTHLY PAYMENT** per month and is comprised of the following: **Base Rent** of **\$APT RENT** per month; **Utility charge** of **\$TRASH, SEWER & SERVICE CHARGE BASED ON EACH PROPERTIES EXPENSE** per month and the following monthly **OPTIONS:** **Pet Rent** at **\$30.00 OR 50.00** per month; **Garage Rent** at **\$BASED ON PROPERTIES RATE** per month for space # **gXXXX**; **Storage Rent** at **\$BASED ON PROPERTIES RATE** per month for space **#N/A**; **RV/Trailer Parking Rent** at **\$IF APPLICABLE – BASED ON PROPERTY RATE** per month for space **#N/A**. *This total monthly periodic rent amount excludes monthly charges for water on the basis that the dwelling unit is subject to a master metered water system. A fee for this water utility equal to the amount of the monthly bill for the cost of services provided in the dwelling unit shall be charged separately from the total monthly periodic rent amount indicated above.

Rent Acknowledgment:

CONCESSIONS / SPECIALS / DISCOUNTS: The following concession has been offered on this renewal: Renewal

Incentive: **\$VARIES BASED ON OFFICE** Reason: **\$EXPLANATION OF ANY INCENTIVE GIVEN.**

Resident(s) agree that if the lease term is not fulfilled, all rental concessions/specials/discounts will be charged back to the Resident(s) upon move-out and the Deposit may be forfeited to cover these charges if not paid in full prior to move-out.

Concessions / Specials Acknowledgment:

LATE CHARGES & FEES: Rent is payable in advance and without demand. Payments are accepted online by e-check (Electronic Funds Transfer), WIPS, Credit/Debit Card through our online payment site www.thesummitatsunridge.com. If all Rent is not paid in full before the start of business on the **FIFTH (5TH)** day of the month, Resident agrees to pay a **\$25.00** late fee. If rental payment is not made in full by the **SEVENTH (7TH)** day of the month the late fee equal to **5%** of the total periodic monthly rent will be assessed. Late fee is calculated based on the total periodic monthly rental payment (the "Rent") as stated in the above **RENT** paragraph. Additionally, Resident will be charged a **\$35.00** notice service fee on all legal notices served to the resident. Residents agree to pay a **\$25.00** charge for each returned payment, plus the 5% late fee. Resident's right to possession and all of Owner's obligations are expressly contingent on prompt payment of Rent, and use of the Premises by Resident is obtained only on the condition that Rent is paid on time. Owner has the option to apply payments as deemed necessary. Payment of Rent shall be an independent covenant; and all monies received by Owner shall be applied first to non-rent obligations of Resident, then to Rent, regardless of notations on checks. At Owner's option, **Owner may at any time require that all Rent and other sums be paid in either certified check, cashier's check, or money order.** Cash will not be accepted for any reason. The acceptance by Owner of any late or partial payment shall not change the due date or

amount of any required payment in the future nor shall it relieve Resident from any obligation to pay the balance of the Rent and any applicable late fees or charges. Owner is not required to accept a partial payment of Rent or other charges. The late charge does not establish a grace period; Owner may make written demand for payment if Rent is not paid on its due date. Acceptance by the Owner of any check, certified check, cashier's check, banker's check, money order, or any other money instrument, bearing the name of any person other than that of the legal residents of the Premises, shall not grant any rights to the Premises by such person or persons whose name appears on said money instrument.

Late Charges & Fees Acknowledgment:

MOVE-OUT NOTICE AND EARLY MOVE-OUT: At least 60 days written notice of intent to move out must be given to Owner's Representative. In no event may Resident's move-out notice terminate the lease sooner than the end of the lease term or renewal or extension period. VERBAL MOVE-OUT NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. Owner's written form for move-out should be used. If Owner's move-out form is not used, Resident shall be responsible for obtaining written acknowledgment from Owner's Representative that move-out notice has been received. If Resident fails to give the 60-day written move-out notice or if Resident moves out without Rent being paid in full for the entire lease term or renewal or extension period, Resident will be liable for a cost-of-reletting charge equal to **Three (3) Months Total Periodic Monthly Rental Payment + \$150.00** (a 60-day written notice and one month's rent as a termination fee) plus continued liability for future rentals and other damages or charges to which Owner is entitled.

Notice and Early Move-Out Acknowledgment:

ADJUSTMENT OF RENT DURING LEASE TERM: No rent increases shall be allowed during the Lease Term. At least 60 days prior written notice is required for any rent increase. If such notice of rent increase is given to Resident, this Lease shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of the rental increase unless a new renewal lease is signed and executed by both parties.

UTILITIES: In addition to the Rent, Resident shall pay for all public utilities (electric, gas, cable, phone, internet) charged against the Premises. Resident agrees to pay all required deposits associated with said public utilities and agrees to furnish the Owner with proof of service for electricity and gas, prior to accepting occupancy. Residents shall not allow electricity and gas to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal or extension period. Changes or installation of utility lines, meters, sub-metering, load management systems or the implementation of a resident utility billing system and similar electrical equipment serving the Premises shall be the exclusive right of Owner.

Utilities shall be used for normal household purposes and not wasted. In the event Resident fails to timely establish utilities/services (or utilities/services are transferred back to Owner/Agent during the term), Owner/Agent may charge Resident for any utility/service billed to Resident with respect to the unit and may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in an amount not to exceed **\$50.00** per occurrence.

Utility charges included in the Total Monthly Periodic rent is a proportionate share of the Property's sewer and trash expense. Water will be billed based on the sub-metered water consumption in Resident's unit. Additionally, there is a proportionate share of the Property's water as well as an administrative fee of up to **\$5.00** per month. Water rates will be adjusted monthly to reflect the Property's actual expenses. In the event that the sub-metering system becomes inoperative, the landlord's 3rd party biller will estimate the Premises Water Charges based on an average of prior billings or by switching to a RUBS (Ratio Utility Billing System) allocation method.

If a RUBS (Ratio Utility Billing System) allocation method is used, it can be based on any one of or combination of the following: per tenant; per square footage; per type of unit; flat fee; or any other method that fairly allocates the services. Management, at its sole discretion, shall have the unilateral right during this Lease Contract to adjust or modify the allocation method and charges.

The Water Charges billed by the landlord's designated 3rd party biller is to be paid along with the rent on the 1st day of each month at the place indicated on your bill. If said Water Charges are not paid in full on the stated due date, the applicable late charges outlined in this Lease Contract may be assessed. Residents understand and agree that if payment is not made when due, it shall be considered a default of the Lease Agreement under the Lease Contract. When Resident moves from the Property, the Water Charge must be paid through the move-out date. A final bill will be estimated and due as of the move out date. This bill must be paid at the time you move out or it will be deducted from the security deposit.

Residents agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and at law.

SPECIAL PROVISIONS: The following special provisions and any addenda shall control over any conflicting provisions of this printed Lease Agreement.

- (1) All appliances (refrigerator, dishwasher, microwave, washer and dryer machines), ceiling fans and blinds on the windows will be considered permanent fixtures of the Premises and will not be removed for any reason by the Resident. In the event that any of these appliances are removed by the Resident, a charge will be assessed for the cost of the replacement.
- (2) A **\$100.00** Parking Violation Fine will be assessed for any Property Parking Violation and/or for not displaying the appropriate Carport Parking Decal. The fine is payable immediately upon demand.
- (3) A **\$100.00** Noise Fine will be assessed for any repeat violations. The fine is payable immediately upon demand.

- (4) A **\$100.00** Vandalism Fine will be assessed for any acts of vandalism to the Property along with costs of any repairs. The fine is payable immediately upon demand.
- (5) A **\$100.00** Policies and Procedures fine will be assessed for any violations against Property's Policies and Procedures.

RULES AND REGULATIONS: Resident, Resident's Guests and Occupants shall comply with all written Community Policies and Procedures, which shall be considered part of this Lease. Owner may make reasonable rule changes if in writing and distributed to all Residents. Resident agrees that the conduct of Resident, Resident's Guests and Occupants shall not be disorderly, boisterous, or unlawful; and shall not disturb the rights, comforts, or conveniences of other people in the Property. Resident shall be liable to Owner for damages caused by Resident, Resident's Guests and/or Occupants. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises and other areas, which are reserved for Resident's private use, shall be kept clean and sanitary by Resident. Garbage shall be bagged and securely tied (no loose trash) and disposed of only in appropriate receptacles. Any swimming pools, therapy spas, weight/exercise/aerobic rooms, recreational facilities, activity rooms, and other improvements are to be used wholly at the risk of the person using them. Owner may regulate the manner, time, and place of all parking. The following are prohibited from the Premises or Property: recreational vehicles, boats, trailers, semi-trailers, any oversized vehicles, inoperable vehicles, solicitors, and guests who in the Owner's reasonable judgment have been disturbing the peace, disturbing other Residents, or violating this Lease or Community Policies and Procedures. Flashlights (not candles or kerosene lamps) shall be used if electricity is interrupted or terminated. No business or childcare may be operated in or from the Premises. Upon payment of a reasonable charge (as stated in the *Community Policies*), Resident may require Owner to change (or rekey) a door lock. A Resident who moves out prior to the end of the lease term or renewal or extension period is no longer entitled to occupancy or keys. Keys may not be duplicated without Owner's written consent. As a resident you are permitted to display the United States Flag on your premises for a noncommercial purpose according to the rules set forth by the landlord and in accordance with 4 U.S.C. Chapter 1. The Resident has either received a copy of any Community Policies and Procedures and laws concerning the Premises or has made an independent investigation of the applicability of such rules, regulations, and laws as to the Resident's use of the Premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease, the Owner may make immediate amendments to bring this Lease into compliance with the law. In such event, the Owner agrees to give Resident written notice that this Lease has been amended and shall provide a brief description of the amendment and the effective date.

Resident, Resident's Guest and/or Occupants shall not commit or maintain a public nuisance. This is in pursuit of NRS 202.470 - Maintaining or permitting nuisance. To report a nuisance or a violation of a building, health and safety code or regulation, please contact the proper authorities.

WHEN OWNER MAY ENTER: If Resident, Resident's Guests and/or Occupants are present, then repairmen, servicemen, or Owner's Representatives may enter the Premises during reasonable times for reasonable business purposes. If no one is in the Premises, then repairmen, servicemen, or Owner's Representatives may enter at reasonable times by duplicate key or by other means if locks have been changed in violation of this Lease if (1) written notice of such entry is left at the Premises immediately thereafter, and (2) such entry is for responding to Resident's request; repairs; estimating repair or refurbishing costs; extermination; preventative maintenance; filter changes; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; retrieving property owned or leased by previous residents; showing Premises to prospective residents (after move-out) or showing Premises to government inspectors or fire marshals, lenders, appraisers, prospective purchasers, or insurance agents; or to verify occupancy of the household; or to complete periodic inspections of the Premises. Resident agrees to make the Premises available to the Owner with at least two (2) calendar days' notice in order to inspect or exhibit the Property.

LIABILITY: Owner will not be liable to Resident, Resident's Guests and/or Occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Owner will not be liable to Resident, Resident's Guests and/or Occupants for personal injury or for damage or loss to their personal property (vehicles, furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, other acts of God, interruption of utilities, or other occurrences unless such injury, loss, or damage is caused by negligence of Owner. **Owner strongly recommends that Resident secure their own insurance to protect against all of the above occurrences.**

Resident agrees that existing locks are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request by Resident. Owner shall have no duty to furnish smoke detectors, carbon-monoxide detectors, security guards, or additional locks or latches, except as required by statute. When detectors are furnished, Owner shall test same and initially provide working batteries, if applicable, at Lease commencement as required by statute; thereafter, Resident shall pay for and replace detector batteries, if any, as needed.

INSURANCE: Resident is required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Agreement. After due notification of non-compliance with this Lease Agreement provision the Owner shall have the right to charge a non-compliance fee in the amount of **\$40.00** which shall be deemed to be additional rent under the Lease and immediately due payable by Lessee to Lessor. This charge will continue on a month-by-month basis until Resident provides proof of personal liability insurance as required by this Lease Agreement. Refer to the Liability Insurance Lease Addendum for coverage requirements.

CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT: Resident accepts the Premises and fixtures as is, except for conditions materially affecting health or safety of ordinary people. Owner makes no implied warranties. An Apartment Inventory and Conditions Form will be provided to Resident upon move-in. Within 48 hours after move-in, Residents shall note any defects or damages on the form and return it to Owner's Representative; otherwise, everything will be deemed to be in clean and good condition. Resident accepts the Premises subject to and subordinate to any existing or future recorded mortgage or other lien applicable to the Premises or its contents. Residents shall use reasonable diligence in care of the Premises. Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and, (c) generally conduct themselves, others in their charge, pets and invited guests in a manner so as not to disturb other Residents, deface, damage, or otherwise harm any part of the Premises or Property. If Resident fails to comply with such requirements, Owner may make necessary repairs and submit a bill to the Resident. Residents also agree to replace air conditioning filters, light bulbs and smoke alarm batteries as frequently as conditions require. Resident may not make any alterations to Owner's Property without Owner's prior written consent. No holes or stickers shall be put anywhere inside or outside of the Premises, except a reasonable number of small nail holes for picture hanging will be permitted in sheetrock walls. No water furniture, additional phone or TV cable outlets, or lock changes (including rekeying or additions of locks) will be permitted except by Owner's prior written consent. Waterbeds are not permitted without acceptable rental insurance. Resident may at his or her expense install a Section 207 reception device (satellite dish) only within the boundaries of said leased Premises, this does not include outside walls, window sills, roofs, common use patios/balconies/stairwells or in common areas if ALL of the following conditions are met - Resident Agrees to: (1) obtain Owner's prior written approval on any such installation; (2) assume all liability for the installation and use of this reception device and to hold Owner harmless; (3) obtain liability insurance and provide Owner with a copy of said policy which names Picerne Property Name as an additional insured party; (4) not make any modifications to the Premises without providing Owner with a copy of said proposed modification. No holes may be drilled in outside walls, floors, roofs, windows, balcony railings, patio railings or stair railings. No part of the dish or antenna can extend beyond the Premises balcony/patio railing line. Owners prohibit any device, wire or structure from being placed, erected or installed on the roof, windowsills or exterior of any building. Resident will not remove Owner's fixtures or appliances for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for the Premises fixtures; thereafter, light bulbs will be replaced at Resident's expense. When moving out, Resident agrees to surrender the Premises in the same condition as when received, reasonable wear accepted. Reasonable wear is that which occurs without negligence, carelessness, accident, or abuse.

AMENITY AND ACTIVITY LIABILITY: It is hereby understood and agreed upon by all parties that Participation in Owner's Recreational Facilities, such as pool, therapy spa, weight room, exercise room, aerobic room, saunas, recreational facilities, computer center, activity room and/or social activities are restricted to Resident's Use Only. All participants in these facilities will adhere to the appropriate dress code; reasonable workout attire or bathing attire, whichever is applicable. These facilities are provided as accommodation to the Resident by the Owner and may be discontinued at any time at the Owner's sole discretion. RESIDENT USE OF ALL AMENITIES IS AT THEIR OWN RISK. OWNER IS NOT RESPONSIBLE FOR DAMAGES OR INJURIES WHICH OCCUR FROM RESIDENT PARTICIPATION IN THESE ACTIVITIES.

SIGNS: Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part. You have the right to engage in the display of religious or cultural items, provided such display is in accordance with applicable law and any permissible and reasonable restrictions on the placement and manner of the display that we may have adopted. We may ask you to remove or relocate displays that are not in compliance with applicable law or our permissible restrictions. You acknowledge that a failure to remove or relocate no-compliance displays shall be a breach of the Lease.

PACKAGES: Resident acknowledges that Picerne Property Name does not receive or sign for packages for residents. Picerne Property Name has partnered with a 3rd party electronic parcel locker management system where a resident can elect to receive packages at the property. If a resident chooses to not elect to receive packages through the electronic parcel locker system, packages will be required to be picked up at the local courier hub once notified by the courier. Only oversized parcels will be accepted in the office for those that have elected to receive packages with the parcel locker management system.

REPAIRS AND MALFUNCTIONS: Resident agrees to request all repairs and services through Resident Portal or in writing to Owner's Designated Representative, except in an emergency, when telephone calls are accepted. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to Property or to perform repairs or to maintenance, which require such interruptions. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Owner's Representative immediately. In case of malfunction of air conditioning or other equipment, Resident shall notify Owner's Representative as soon as possible on a business day. Owner shall act with diligence in making repairs; and the Lease shall continue, and the Rent shall not abate during such periods. If fire or catastrophe damages to the Premises are substantial, in the reasonable judgment of Owner, Owner may terminate this Lease within a reasonable time by giving notice to Resident. If the Lease is terminated, Rent shall be prorated and the balance refunded along with all Deposit(s), less lawful deductions.

REIMBURSEMENT: Resident shall promptly reimburse Owner for any loss, property damage, or cost of repairs or service caused in the Premises or Property by negligence or improper use by Resident, Resident's Guests and/or Occupants. A **\$100.00**

Vandalism Fine will be assessed for any acts of vandalism to the Premises or Property. Owner will not be liable for and Resident shall pay for the following if it occurs during the lease term or renewal or extension period: (a) damage to doors, windows, or screens unless due to negligence of Owner, (b) repair costs and damages from plumbing stoppages in lines exclusively serving Resident's Apartment, (c) Resident neglect or poor housekeeping which allows prolonged water infiltration, water damage or mold growth, and (d) damages from windows or doors left open. Owner's failure or delay in demanding damage reimbursement, late-payment charges, returned check charges, pet fines, or other sums due by Resident shall not be deemed a waiver; and Owner may require payment of same at any time, including deductions from Deposit(s). Owner may require advance payment of repairs for which Resident is liable.

DEFAULT BY RESIDENT: If Resident fails to pay Rent or other amounts owed by Resident under this Lease; or if Resident or Resident's Guests or Occupants violate this Lease or Owner's Community Policies and Procedures or applicable federal, state, and local laws, rules, or regulations; or if Resident abandons the Premises, then Owner's Representative may (with or without demand for performance, at Owner's sole discretion) terminate Resident's right of occupancy by giving Resident notice in accordance with the laws of the State of Nevada; and Owner shall be entitled to possession by summary eviction or a plenary unlawful detainer action, as permitted or required by Nevada law. Said notice shall be served in accordance with Nevada law. Termination of possession rights or subsequent reletting by Owner shall not release Resident from liability for future rentals under this Lease. Except as provided by Nevada law, after Owner gives Resident a notice to vacate, notice to quit, notice to perform, cure, or correct, or notice of termination or after Owner files eviction suit, Owner may still accept Rent or other sums due, and acceptance of said rent or other sums due shall not constitute a waiver nor vitiate or void said notice and such notice, filing, or acceptance shall neither waive nor diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future Rent, or other sums due. Owner may report unpaid rental or unpaid damages to local credit agencies for recordation in Resident's credit record. Resident further agrees that in the event this matter is turned over to a collection agency for collection of any amounts due hereunder, Resident agrees to pay the charges assessed by the collection agency in addition to any other charges due. In the event of litigation, the prevailing party is entitled to their reasonable attorney fees and legal costs from the other party.

NO PETS: No pets are allowed, even temporarily, anywhere in the Premises or Property without Owner's prior written authorization (executed pet permit). No pets may be fed from the Premises or any part of the Property. These pet prohibitions apply to mammals, reptiles, birds, fish, rodents, and insects, including non-pet animals used in a trade or profession. Violation of the aforementioned by Resident, Resident's Guests and/or Occupants, with or without Resident's knowledge or permission, will subject the Resident to a pet violation fine of **\$100.00** per occurrence. In addition, the Resident will be charged for damages, and the eviction provisions of this Lease will apply.

COST OF RELETTING: If Resident moves out, Owner shall use diligence to relet; and all subsequent rentals received shall be credited against Resident's liability for future rentals. However, if Resident is evicted or if Resident moves out without Owner's written approval and without Rent being paid in full for the entire lease term or renewal or extension period, Resident shall remain liable for future Rents and shall be charged for costs of reletting regardless of whether reletting attempts are successful. Since time, effort, and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartments, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees, it is agreed that costs of reletting shall be the amount stipulated in the MOVE-OUT NOTICE AND EARLY MOVE-OUT SECTION of this Lease, such amount being reasonable under the circumstances existing at the time of signing. Such amount shall be due at move-out and shall liquidate Resident's liability for the above costs of reletting; but it shall not liquidate or terminate Resident's liability for past due Rent, future rentals, cleaning, repairing, repainting, lock changes, or other sums due under this Lease; and the foregoing shall not waive or diminish Owner's right to recover such other amounts.

HOLDOVER: If Resident holds over and fails to vacate on or before the required move-out date (the end of the lease term or renewal or extension period after proper move-out or vacate notice has been given, or a different move-out date agreed to by the parties in writing), Resident shall be liable to pay Rents for the holdover period and to indemnify Owner and/or prospective Residents for damages (including lost rentals, lodging expenses, and attorney's fees); and at Owner's option, Owner may extend the lease term for up to one month from the date of notice of lease extension date by delivering written notice to Resident or Resident's apartment while Resident is still holding over. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand. The Owner shall be entitled to recover an amount equal to not more than two (2) month's periodic rent or twice the actual damages sustained by the Owner, whichever is greater, as provided for in N.R.S. 118A.470. The resident shall be obligated to pay rent until all keys/cards/remotes have been physically returned to the Owner. Leaving keys in or on the Premises will not be considered a return of keys.

ABANDONMENT: If Resident fails to continually occupy the Premises, as provided for in the Nevada Revised Statutes, while all or any portion of the Rent is unpaid, the Premises shall be deemed abandoned, and Owner may immediately remove and store Resident's personal property located in the Premises or, at Owner's option, Owner may change the apartment locks and store Resident's personal property in the Premises. In addition, Owner may immediately terminate this Lease, and pursue such other remedies as are provided by this Lease, or by law. Resident may recover their personal property by paying to Owner actual costs of inventory, moving, and storage before the property is released to the Resident. Owner may dispose of Resident's personal property pursuant to state and local statutes.

MULTIPLE RESIDENTS OR OCCUPANTS: Each Resident and each Resident's share of the Total Deposit is jointly and severally

liable for all obligations and sums due under the Lease. Violation of the Lease by Resident, Resident's Guests and/or Occupants shall be considered a violation by all Residents. Notice by Owner to one Resident constitutes notice to all Residents. Entry permission or service requests from any co-resident or co-occupant shall be deemed to be from all Residents. The balance of all Deposit(s) may be refunded in one check jointly payable to all Residents; and such joint refund check and/or itemization of deductions may be mailed to one Resident only.

DELAY OF OCCUPANCY: If occupancy is or will be delayed because of construction or prior Resident's holding over, Owner shall not be liable to Resident for such delay, and the Lease shall remain in force subject to abatement of rentals on a daily basis during delay.

RELEASE OF RESIDENT: Except under the clauses below, Resident will be subject to release standards similar to those imposed by savings and loans or mortgage companies, i.e., Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-residents, bad health, death, voluntary enlistment in the armed services or any other reason, unless otherwise agreed in as follows: (1) If Resident is or becomes a member of the Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, or is relieved from such active duty, or for any other reason under the Soldiers and Sailors Relief Act, then Resident may terminate this Lease by giving a 30-day written notice to Owner. Such notice shall effectively terminate the Lease thirty (30) days after the first date on which the next rental payment is due after the termination notice is delivered. In such event, Resident agrees to furnish Owner a copy of the official order, which warrants termination of the Lease. Military permission for base housing does not constitute a permanent change-of-station order. (2) NRS 118A.340 also provides with proper documentation for early termination if a Resident has a physical or mental condition that cannot be treated in the premises or upon the death of the Resident's partner or co-resident, if the Resident is 60 years of age or older. After move-out, such Resident shall be entitled to return of Deposit(s), less lawful deductions.

ASSIGNMENT: Resident shall not sublet, transfer, or assign this Lease, the Premises, or any part thereof, without Owner's prior written consent. Only persons listed herein, and temporary guests registered with the management office and residing for less than **seven (7)** consecutive days and not more than **seven (7)** days in any one month may occupy the Premises. Owner may permit changes of one Resident with the full release of such Resident only upon application by a replacement Resident with verification of residency history, credit, criminal, eviction, income, and written modification of the Lease.

VEHICLE PARKING: This Lease includes **one (1)** parking pass for covered parking, except for apartments that have attached garages. Additional parking space(s) for roommate/guest cars are available on a first come, first served basis in designated uncovered areas. Resident agrees not to park in covered parking without a parking pass or in the parking spaces reserved for Prospective Guest Office Parking during business office hours. A **\$100.00 parking fine will be issued per occurrence for any parking violation and/or for not accurately displaying the appropriate Property parking decal/permit if required.** Recreational vehicles (boats, trailers, desert vehicles, campers), Over-sized Vehicles and Over-sized Business Vehicles may not be parked on the Property without written permission from the Owner. **Vehicles parked in a handicap or reserved parking space without proper tags, in Fire Lanes or any areas designed as "No Parking" will be towed immediately without notice.** Inoperable, abandoned, unauthorized or improperly parked vehicles will be towed at the vehicle owner's expense after vehicle has been posted for 24 hours. However, such towing shall be immediate if the vehicle is parked so as to constitute a nuisance in Owner's sole discretion. In addition, the vehicle may be immediately towed without any further notice to the vehicle owner or operator, if within the prior seventy-two (72) hours the inoperable, abandoned, unauthorized or improperly parked vehicle was already given a notice, posted for twenty-four (24) hours, that said vehicle will be towed at the vehicle owner's or operator's expense. The Owner, its agents, independent contractors, and/or employees are hereby granted a possessory lien against any automobile so towed for all charges and costs and expenses of towing. No car repairs are permitted on the Property or in the Premises. Vehicles parked on the Property must show current registration. Motorcycles are not permitted on the sidewalks, in landscaped areas, in any building, or Premises at any time. Additional regulations regarding parking are contained in the *Community Policies and Procedures*.

GENERAL PROVISIONS APPLICABLE TO MOVE-OUT

WRITTEN MOVE-OUT NOTICE: Verbal move-out notice is not sufficient under any circumstances. Owner's written form for move-out notice should be used. Procedures for 60-day move-out notice and the consequences of insufficient notice or early move-out are set forth in the following sections - LEASE TERM AND MOVE-OUT NOTICE AND EARLY MOVE-OUT.

FULL TERM: Unless Owner consents in writing, Resident agrees not to move out of the Premises prior to the end of the lease term or renewal or extension period without the rent for the entire lease term or renewal or extension period being paid in full.

RENT PAID: The full monthly Rent shall be paid on or before the due date of each month, including the last month of occupancy.

SURRENDER: In order for the period for deposit refund to begin, all Residents who signed the Lease must have surrendered the Premises and turned into the Office all applicable keys including mailbox, storage, garage, amenity, gate cards, remotes, and parking permits. Rent will be charged on a daily basis until all keys are returned.

NO HOLDING OVER: Resident agrees not to stay beyond the date Resident is supposed to move out. Move-out date cannot be changed without mutual agreement in writing by Owner and Resident. Holding over shall subject Resident to the provisions stated in

section DEFAULT BY RESIDENT and HOLDOVER.

FORWARDING ADDRESS: A written copy of each Resident's forwarding address shall be left with Owner and with the U.S. Postal Service. Each Resident understands that it is his or her obligation to inform the U.S. Postal Service of his or her forwarding address. A Resident who fails to register his or her forwarding address with the Owner and the U.S. Postal Service shall not complain that he or she did not receive mailings required by statute or this Lease Agreement and any such notices, required by statutes or this Lease Agreement shall be considered validly made or noticed if mailed to the Resident's last known address including the Premises, subject of this Lease Agreement.

DEDUCTIONS FROM TOTAL SECURITY DEPOSIT

SECURITY DEPOSIT POLICY: Owner will refund to Resident all Deposits held upon the occurrence of the following events: The Deposit shall be held, applied and refunded pursuant to law. If any portion of the Deposit is retained by Owner, written notice to Resident detailing the reason for such retention shall be mailed to the forwarding address provided by Resident upon move-out or the last known address if no forwarding address is received within 30 calendar days of Resident's surrender of the Premises and demand, therefore. It is specifically understood that application of any Deposit towards Rent, damages, or other charges does not constitute a limit to Owner's legal rights to all such sums due. Resident acknowledges that the Deposit may be held in the general operation funds of Owner and that no interest shall be due or payable on such funds at any time.

Owner will refund to Resident all Deposits held upon the occurrence of all of the following events: (a) Resident has complied with all conditions of this Lease, including the payment of all sums due for Rent, damages and other charges; (b) If so required, Resident has provided Owner with written notice of Resident's intent to vacate at least 60 days in advance of the Expiration; (c) Resident makes an appointment with Owner for the inspection of the Premises; (d) Owner approves of the condition of the Premises; and, (e) Resident surrenders all applicable keys, parking permits, and property of Owner.

CLEANING: The Premises, including furniture, bathrooms, and kitchen appliances, must be cleaned thoroughly. MOVE-OUT CLEANING INSTRUCTIONS (if provided) shall be followed. If Resident fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted. This includes charges for cleaning carpets, blinds, furniture, walls, etc., which are soiled beyond reasonable wear, plus any utility expenses incurred because of such cleaning.

OTHER DEDUCTIONS: In the event of litigation, the prevailing party is entitled to their reasonable attorney fees and legal costs from the other party. Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the Lease, unpaid Rent; unpaid public utilities; unpaid Utility Charges; removal of fixtures; un-reimbursed service charges; damages or repairs to the Premises or its contents; pet cleaning, pet damage, pet fines; noise fines; vandalism fines; storage damage; garage damage; utilities for repairs; trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if items were not removed prior to Resident's move-out); trips to open apartment when Resident has lost or forgotten key; key duplicates; unreturned keys/cards/remotes; insufficient light bulbs; stickers, scratches, burns, stains; removing or re-keying unauthorized locks or latches; agreed costs-of-reletting; holdover fees and charges; packing, removing, or storing property removed or stored pursuant to the section titled ABANDONMENT, removing illegally parked vehicles; parking fines; late payment and returned check charges; attorney's fees, court costs, and Owner's time and inconvenience in any valid eviction proceeding against Resident; collection agency fees or charges; and other lawful deductions. If keys are not returned or if Resident is evicted, charges may be made for change of door locks and new keys. Deposits will be first applied to non-rent items, then to unpaid Rent.

PET CHARGES: If the pet restrictions of this Lease are violated, a per-occurrence charge will be made; and such violation will be cause for termination of Resident's right of occupancy and/or suit by Owner for damages. A deduction may be made for having an unauthorized pet (pet fine of **\$100.00**). Also, if a pet has been kept on the Premises at any time during the Resident's term of occupancy by anyone (with or without Owner's written consent), additional charges may be assessed for defleaing, deodorizing, and/or shampooing in order to protect future Residents from possible health hazards.

INSPECTION UPON MOVE-OUT: The Resident is hereby notified that Resident is entitled to be present at the move-out inspection of the Premises. Resident is urged to make an appointment with Owner's Representative for a move-out inspection of the Premises, using the Apartment Inventory and Condition Form. Estimates or commitments by Owner's Representatives regarding amounts of or deductibility of repairs, damages, or charges are subject to subsequent modification or disapproval by Owner.

DRUG-FREE / CRIME-FREE HOUSING

Resident, any member of the Resident's Household, Occupant, Guest or other person under the Resident's control shall not:

1. Engage in criminal activity, including drug-related criminal activity, on or near Premises or Property. A drug-related criminal activity shall mean 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 Substance Act (21 U.S.C.802)).
2. Engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near Premises or Property.
3. Permit the Premises to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether

the individual engaging in such activity is a Resident, member of the Resident's Household, Occupant or a Guest.

4. Engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the Premises, Property or otherwise.
5. Engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating behavior, assault, including but not limited to the unlawful discharge of firearms, on or near the Premises or Property, or any breach of the Lease Agreement that otherwise jeopardizes the health, safety and welfare of the Owner, Managing Agent, his Agent or other Resident or involving imminent serious property damage.
6. Prohibited conduct: The resident, the occupants of the unit, their guests and any guests of their occupants may not engage in any of the following conduct: behaving in a manner that is disrespectful, loud, abusive, harassing, or obnoxious manner; using profanity, racial slurs, sexually inappropriate conduct or comments; disturbing or threatening the rights, comfort, health, safety or convenience of others including staff and vendors on or near the community; disrupting the business operations; engaging in violence, the threat of violence or intimidating others; displaying or possessing a firearm, knife or other weapon in any common area in a way that might alarm others; possessing a weapon or any item that is prohibited by law, bringing or storing anything that is hazardous in a manner that is dangerous to the community; creating or allowing to be created any noxious smell, tampering with any utility, telecommunications or emergency service or device; or injuring our reputation by making bad faith or baseless allegations against us to others in any manner.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct, or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.

CRIMINAL CONVICTION NOT REQUIRED: Unless otherwise provided by law, proof of violation of any criminal law what not require a criminal conviction.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF RESIDENCY. A single violation of any of the provisions shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

Drug-Free / Crime Free Acknowledgment:

FAIR HOUSING

Discrimination, including harassment or intimidation, on the basis of race, color, religion, sex, familial status, national origin or disability is prohibited by state and federal fair housing laws. Discrimination on any basis is contrary to the policy of Picerne Property Name. Any resident who feels that he or she has been discriminated against in violation of the policy should promptly write to Picerne Property Management, LLC, 8610 S. Maryland Parkway, Las Vegas, NV 89123 and report the discriminatory conduct. If a written complaint is received, it will be investigated within 30 days of receipt and residents will receive correspondence as to the findings and if necessary, action taken.

RESIDENT SECURITY NOTICE AND ACKNOWLEDGMENT

The Owner and Owner's Representative of **Picerne Property Name** (including the Owner's authorized property manager) does not promise, warrant, or guarantee the safety or security of Resident's personal property against the criminal actions of other Residents or third parties. Each Resident has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security systems, courtesy patrol, electronic security device, community wall, fence or gate can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Residents should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed of common sense and habit.

If security systems, security devices, electronic security devices, community wall, fence, gates, controlled access gates, intrusion alarm, courtesy patrol or walk-through/drive-through services (hereinafter "Device") are employed at this Property, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel if provided cannot physically be everywhere at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Owner does not warrant that any Device or services employed at this Property will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Owner reserves the right to reduce, modify or eliminate any Device or services (other than those statutorily required) at any time, and Resident agrees that such actions shall not be a breach of any obligation or warranty on the part of Owner. If controlled access gates or intrusion alarms are provided, Resident will be furnished written operating instructions; and it is Resident's responsibility to read them and to bring any questions to the attention of Owner and to regularly test and to monitor the Device. Further, Resident agrees to promptly notify Owner in writing of any problem, defect, malfunction or failure of door-locks, window latches, controlled access gates, intrusion alarms, and any other security-related Device. If Resident's Premises is equipped with an intrusion alarm, Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.

By executing this Lease, Resident acknowledges that they have read, understood and agree with the above security information. Residents acknowledge that they have received no representations or warranties, either expressed or implied, as to any security, Device, or any security system on the Property. Owner has not in any way stated or implied that security of person or property was provided, promised, or guaranteed that the Premises or Property was or will be free from crime. Resident further acknowledges that the Device is a mechanical device that could periodically fail or be rendered inoperative, and Owner is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protection of the Resident(s), personal property, Resident's family, occupants, guests and invites from acts of crime is the sole responsibility of the Resident(s) and law enforcement agencies. Resident agrees to release and hold harmless Owner and Owner Representatives from claims arising out of criminal acts of other Residents and third parties. Resident agrees that Owner shall not be liable to Resident based upon any claim that security was not provided, subject to Owner's compliance with state statutes regarding door locks and window latches. Resident acknowledges that the foregoing shall also be binding upon Resident's heirs, successors, and assigns.

Resident Security Notice and Acknowledgment:

MOLD AND MILDEW ACKNOWLEDGEMENT

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the Premises. Resident also agrees to immediately report to the management office: (1) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment; and (4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with these provisions. A default of the above provisions shall be deemed a material default of the Lease Agreement and the Owner shall be entitled to exercise all rights and remedies at law or in equity.

Mold and Mildew Notice and Acknowledgment:

DISCLOSURE: Picerne Property Management, LLC, located at **8610 S. Maryland Parkway, Las Vegas, NV 89123**, is authorized to manage the Premises and Property, receive rents, execute leases, enforce leases, and receive legal notices on behalf of the Owner of the Property. All notices, rental payments and emergency calls will be accepted at the Property Address listed at the beginning of this Lease Agreement with the Business Manager.

AMENDMENT, BINDING EFFECT, AND ACKNOWLEDGMENT: Resident affirms that Resident has read and agreed to this entire Lease Agreement This Lease Agreement shall be binding upon and insure to the benefit of the successors, assigns administrators, heirs, and executors of the Owner and Resident. This Lease Agreement contains the entire understanding and all representations of Owner and Resident and may be altered or amended only in writing signed by both parties. By signing, Resident acknowledges that they understand that all Addendums and Community Policies and Procedures that were executed with the original lease are still in effect.

JURY TRIAL WAIVER: Resident agrees to waive their right to a jury trial should any legal action be commenced arising out of this Lease Agreement. Resident agrees that all trials shall be to the Court and not a jury.

COPIES: This Lease Renewal and all associated addendums have been executed in electronic format. Your copy of the Lease Renewal, Original Lease and all associated addendums are available in the Resident's portal. A copy of this Lease Renewal, Original Lease and all associated addendums can be sent via email to Resident or printed in paper format per resident's request. A copy of Owner's Community Policies and Procedures, if any, were furnished in this Original Lease packet.

EQUAL HOUSING OPPORTUNITY: The Property will be presented in compliance with federal, state, and local fair housing laws and regulations.

NO-WAIVER OF TERM, RIGHTS, OR OBLIGATIONS: Any failure by Owner to enforce the terms, rights or obligations of this Lease Agreement shall not constitute a waiver of any said terms, rights or obligations by said Owner. Any such failures include, but are not limited to, failure by the Owner to enforce terms, rights, or obligations under this Lease Agreement in a timely manner with respect to Resident or the failure by the Owner to enforce or timely enforce the terms, rights, or obligations with respect to another Resident. Any such failure to enforcement, including timely enforcement, or disparate enforcement of the terms, rights, or obligations under this Lease Agreement, shall not constitute a waiver, estoppel or ratification so as to prejudice the Owner in the enforcement of any terms, rights, or obligations under this Lease Agreement.

**THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW.
EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND
CONDITIONS CONTAINED HEREIN, READ CAREFULLY BEFORE SIGNING.**

RESIDENT OR RESIDENTS (All Residents and Occupants over the age of 18 must sign and date below)

Residents are entitled to a copy of the Lease Agreement when fully signed.

_____ Resident - Resident Name	_____ Date
_____ Resident -	_____ Date
_____ Resident -	_____ Date

_____ Resident -	_____ Date
_____ Resident -	_____ Date
_____ Resident -	_____ Date

By: _____
As Agent for Owner Date