

Back to Homepage



Projects and Lawclerks are always confidential. Express permission was obtained for the example below.

RESIDENTIAL LEASE

REAL PROPERTY CONTRACT

PROJECT DESCRIPTION

Need lawclerk to draft a residential lease agreement. Owner of the property is a trust. There will be two tenants and both need to be equally obligated on the full amount of the lease. Need specific language that allows tenants to have one small dog but no other animals at the property. No smoking at the property. Additional information regarding terms of lease (security deposit/ rent / penalties) will be provided to selected applicant.

Applicable jurisdiction: Nevada

Flat Fee Price for Project: \$250

Amount Billed to Attorney's Client: \$750

Attorney Profit: \$500

Area of Law: Business, Landlord Tenant, Real Estate

Application Period: 1 Day

Project Completed: 4 Days

REGISTER FOR FREE

LEASE AGREEMENT

Lease Execution Date: 2017

Lease Term: [XXX]

Monthly Rent: \$1,250.00

Commencement Date: [XXXXX]

Security Deposit: \$2,500.00

Address of Residence: [REDACTED]

Due Date: 5<sup>th</sup> of each month

End Date: [XXXX]

Pet Deposit: [XXXX]

Landlord: [REDACTED]

Trustee: [REDACTED]

Tenant(s): [REDACTED]

Payment Address: [XXXXXX]

Address for Notices: [XXXXXX]

This Lease Agreement ("Agreement") is by and between the Landlord, named above, and Tenants, named above (collectively, the "Tenant") agrees to lease to the Tenant the real property located at [REDACTED] (the "Leased Premises") subject to the following terms and conditions:

1. **Rent.** Tenant agrees to pay rent on a monthly basis on the first day of the month, each and every month for the Lease Term of this Lease Agreement. Rent shall be late as of the 5<sup>th</sup> day of the month. A late penalty of \$25.00 shall apply for each day that Rent is late. Rental payments should be addressed to: [REDACTED]

2. **Security Deposit.** Tenant shall pay the Security Deposit, specified above, no later than five (5) business days from the Lease Execution Date. The Security Deposit shall be held as security for the performance of the Tenant's obligations during the Lease Term. Landlord shall be entitled to deduct any sum(s) for damage to the Leased Premises or otherwise caused by tenant's failure to comply with the terms of this Agreement. In the event Tenant fails to return any keys (including house, mail, pool, gate keys) or other items provided for access to the home, including garage door openers and gate openers (collectively, "Keys") Tenant will be provided with:

- [X] house key(s)
- [X] mail key(s)
- [X] pool key(s)
- [X] gate remote

At the end of the Lease these Keys shall be returned to the Landlord. Upon expiration of the Lease Term, Landlord shall be entitled to inspect the Leased Premises to determine if they have been left in a suitable condition. If the Leased Premises is not in suitable condition, a cleaning fee in the amount of (\$XXX) will apply and will be deducted from the Security Deposit. The Tenant shall not be entitled to apply the Security Deposit to the last month's rental payment or any other rental payment, however Landlord shall be entitled to use any amounts from the Security Deposit for any amounts due and owing at the end of the Lease Term, including late fees and Rent due that has not been paid. Security deposit funds will be held at the following institution:

Bank Name: [REDACTED] Bank Location: [REDACTED]

3. **Use of Premises.**

a. The Leased Premises is to be used solely as a single family residence and is to be occupied solely by the Tenant and Tenant's immediate family.

b. Tenant may not have guests remain at a Leased Premises for extended periods. Tenant acknowledges that it is a violation of this Lease Agreement to operate a business at the Leased Premises.

c. **No smoking shall be permitted on the Leased Premises. Tenant acknowledged and agrees that a cleaning fee of (\$XXX) shall be deducted from the Security Deposit in the event Landlord learns that smoking has been permitted at the Leased Premises.**

1

Tenant(s) Initials, \_\_\_\_\_

Landlord Initials, \_\_\_\_\_

4. **Duties and Responsibilities of Tenant.**

a. Tenant agrees to take good and reasonable care of the Leased Premises, including appliances, fixtures and equipment;

b. Tenant shall not allow accumulation of refuse or waste matter on or about the Leased Premises;

c. Tenant shall not store or park inoperable, commercial or recreational vehicles at the Leased Premises, including on driveways or on street parking; and

d. Tenant shall not allow any liens, including mechanic's liens to be levied against the Leased Premises.

5. **Insufficient Checks.** Tenant agrees that a \$25.00 fee will be applied for each check returned for insufficient funds and all future payments will be made by either certified check or money order.

6. **Condition of the Leased Premises.** Tenant acknowledges and agrees that as of the Lease Execution Date: (i) Tenant has inspected the Leased Premises, the Leased Premises are in good order and repair, and in a safe, clean tenable condition; (ii) Landlord has not made any promises to repair or improve the Leased Premises and accepts the Leased Premises in "AS-IS" condition; and (iii) Landlord has disclosed any known defects.

7. **Subordination/Eminent Domain.** This Lease Agreement shall automatically be subject and subordinate to the liens of all mortgages which now or in the future affect the Leased Premises. In the event of foreclosure, or the taking of the Leased Premises by eminent domain, this Lease Agreement shall become null and void and Landlord shall not be responsible for any damages suffered by Tenant.

8. **Repairs.** Tenant shall be solely responsible for and agrees to pay all repair costs (either interior or exterior) of \$100.00 or less. Landlord shall not be obligated to reimburse Tenant for such repair costs. Tenant shall promptly notify Landlord of any single item of repair estimated to cost more than \$100.00 in a timely fashion. Landlord reserves the right to select the repair person(s) to estimate and/or perform needed repairs. Tenant shall be solely liable for any and all repairs, regardless of costs resulting from Tenant, Tenant's family or invitee's negligent acts or omissions, including repairs that exceed \$100.00. Tenant shall promptly remove all mechanics liens placed on the Leased Premises resulting from Tenant's failure to pay for any repairs. Landlord shall be entitled to recover from Tenant any payments made on Tenant's behalf to remove any mechanic's liens and any costs incurred by Landlord to remove any liens.

9. **Maintenance.** Landlord is responsible for all exterior ground maintenance to the Leased Premises except as stated in this paragraph. Tenant's responsibilities include, but are not limited to the following: removing debris from lawn and walkways. Tenant agrees to notify Landlord in the event any extraordinary landscaping is required.

10. **Utilities.** Tenant acknowledges and agrees that in addition to Rent, Tenant will be responsible for the payment of the following utilities and services checked below:

☐ Water

☐ Heat

☐ Sewer

☐ Trash

☐ Other

☐ Gas

☐ Power

☐ Cable

All utility bills are to be billed and paid directly by Tenant. Tenant agrees prior to the commencement of this Lease Agreement to notify all applicable utility and/or service companies to transfer all applicable accounts to Tenant's name effective at the Commencement Date.

11. **Personal Property.** Tenant agrees to hold Landlord harmless from any damages to Tenant or Tenant's personal property located on the Leased Premises. Tenant shall obtain a renter's insurance policy.

12. **Landlord Entry & Inspection of Leased Premises.**

a. Landlord shall be entitled to inspect the Leased Premises at least every ninety (90) days. Tenant further agrees to allow the Leased Premises to be inspected prior to the termination of this Lease Agreement. Tenant will be given advance notice (not less than twenty-four (24) hours), of any inspection which

2

Tenant(s) Initials, \_\_\_\_\_

Landlord Initials, \_\_\_\_\_

require Tenant's attendance or access to the interior of the Leased Premises. Tenant shall allow interior photographs to be taken of the Leased Premises to note condition and repair issues.

b. Tenant agrees to allow Landlord to enter the Leased Premises with reasonable notice for the purpose of making repairs or alterations and for regular service contractors, as may be necessary, for the safety and preservation of the Leased Premises.

13. **Surrender of Premises.** Tenant agrees to surrender the Leased Premises upon termination of this Lease Agreement in the same condition as existed at the beginning of the Lease Term, normal wear and tear accepted. If the Tenant fails to do so, Landlord may deduct from the Security Deposit any charges Landlord may incur for restoring the Leased Premises. Tenant agrees to remove all Tenant's personal property from the Leased Premises prior to the expiration of the Lease Term. Any of Tenant's personal property remaining at the Leased Premises after the Lease Term will be deemed abandoned and Tenant will be responsible for the costs associated with removal and storage of such property.

14. **Abandonment.** Landlord shall treat any abandonment of the Leased Premises for a period of more than four (4) weeks. Landlord shall consider the Leased Premises abandoned, unless Tenant provides advance written notice with the reason for such abandonment. In the event the Leased Premises become abandoned, Landlord shall have the right to re-let and secure the Leased Premises.

15. **Homeowner's Association Fines:** Tenant shall be responsible to comply with all CC&Rs governing the Leased Premises. In the event Tenant violates such CC&Rs, Tenant agrees to correct any and all Homeowner's Association ("HOA") violations that incur. Tenant shall be responsible for all fees or fines incurred as a result of such HOA violations. Repeated or egregious HOA violations may result in Landlord terminating this Agreement, subject to Tenant's statutory rights.

16. **Representation in Rental Application.** Tenant acknowledges and agrees that Landlord entered into this Agreement based on representations made by Tenant in the rental application submitted to Landlord. Tenant agrees that if any representation is found to be misleading, incorrect or untrue, then this Agreement at Landlord's option may be terminated.

17. **Alternative Heating.** Tenant agrees not to install any type of alternative heating, including wood or coal burning stoves in the Leased Premises or use any type of kerosene burning heating device.

18. **Showing Leased Premises.** Tenant agrees that during the last thirty (30) days of the Lease Term: (i) Landlord may install a "For Rent" or "For Sale" sign at the Leased Premises along with a lock box; and (ii) Landlord may show the Leased Premises to prospective renters or purchasers at reasonable times by appointment. Failure to allow access to the Leased Premises shall be a material breach of this Agreement.

19. **Alterations and Improvements.** Tenant shall not make any alterations or improvements to the Leased Premises without the prior written consent of Landlord. If approval is given, the alterations or decorations shall become the property of Landlord unless Landlord demands removal of same at or before the end of the Lease Term and such removal shall be at Tenant's cost.

20. **Smoke Detectors.** If any applicable law of any governmental body requires the installation of smoke detector(s) at the time Tenant occupies the Leased Premises, Landlord certifies to Tenant that such smoke detector(s) have been installed, or before Tenant's occupancy, shall install smoke detector(s) in accordance with said law. Tenant shall inspect all smoke detector(s) periodically during the tenancy, replace batteries as necessary to keep the smoke detector(s) in proper working condition and to report malfunctions immediately to Landlord.

21. **Fire or Other Loss.** Tenant shall promptly notify Landlord or its agent if the Leased Premises should become damaged in anyway or become uninhabitable due to fire, flood or any other disaster natural or man made. Landlord shall make repairs as quickly as possible. During the restoration period, if the Tenant is forced to seek temporary lodging, Tenant will not be responsible for rent at the Leased Premises and Landlord shall not be responsible for the cost of such lodging. If the restoration period is beyond the Lease Term, at Landlord's option, Landlord may terminate this Agreement.

3

Tenant(s) Initials, \_\_\_\_\_

Landlord Initials, \_\_\_\_\_

22. **Compliance with Laws.** Tenant and Landlord shall comply with all laws, ordinances, rules, regulations, requirements and directives of the federal, state and municipal governments or public authorities and their departments affecting the Leased Premises and with all orders, regulations and requirements of the Board of Fire underwriters or similar authority and any insurance companies which issued or are about to issue policies of insurance covering the Leased Premises and its contents.

23. **Bankruptcy.** If: (i) Tenant assigns property for the benefit of creditors; or (ii) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law; or (iii) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord at its option may terminate this Lease Agreement.

24. **Assignment.** Tenant shall not assign this Agreement or sublet the Leased Premises, or any part. Any purported assignment or sublease shall be void and shall be considered a breach of this Agreement.

25. **Death of Landlord or Tenant.** If the Landlord or Tenant, or his or her spouse, should die during the Lease Term, this Agreement may be terminated by giving thirty (30) days written notice to the other parties hereto. This right of termination must be exercised within ninety (90) days following the death of the party hereto.

26. **Holding Over.** Tenant shall pay to the Landlord a monthly sum equal to the Rent specified in this Agreement plus fifty percent (50%) thereof for each month that Tenant holds the Leased Premises after the expiration or termination of this Lease Agreement without written authorization by Landlord. This sum shall be considered liquidated damages for the wrongful holding over. Tenant shall acquire no additional rights, title or interest to the Leased Premises by holding the Leased Premises after termination or expiration of this Agreement and shall be subject to legal action by Landlord to obtain the removal of Tenant.

27. **Tenant Default.** Tenant shall be in default of this Agreement for any of the following:

a. Failure to pay rent on time;

b. Improper assignment of the Agreement, improper subletting of all or part of the Leased Premises;

c. Improper conduct by Tenant, Tenant's family or any invitee of Tenant; and

d. Failure to fully perform any obligation set forth in this Agreement.

If Landlord determines that the Tenant is in default of this Agreement, Landlord may deliver a written notice to Tenant that specifies the a breach and notice of termination. If the breach is remediable and Tenant does not adequately remedy the breach or use his or her best efforts to remedy the breach within five (5) days after receipt of the notice, or if the breach cannot be remedied, Landlord may terminate this Agreement.

If this Lease Agreement is terminated (except for termination due to paragraph 25) all rent and fees for the unexpired Term shall be accelerated and automatically become due and payable. Landlord may, but is not obligated to, re-lease the Leased Premises. Tenant shall be responsible for all costs associated with re-leasing the Lease Premises, which costs shall include but are not limited to cost of repairs, decorating, broker's fees, attorney's fees, and advertising. Tenant shall continue to be responsible for rent, expense and losses until a new lease agreement is executed or the original lease agreement expires, whichever comes first.

28. **Costs Due to Default.** Tenant agrees to pay all costs incurred by Landlord including reasonable attorney's fees, for any suit brought by Landlord to recover any unpaid rent or for recovery of the Leased Premises because of Tenant's default in the terms and conditions of this Agreement.

29. **Waivers.** Landlord's failure to insist upon strict compliance with the terms of this Lease Agreement by Tenant shall not be considered a waiver of that or any other provision contained in this Lease Agreement.

30. **Pets.** No Pet shall be kept at the Leased Premises without the prior written consent of Landlord. The unauthorized presence of a pet will result in the termination of this Lease Agreement. Should Tenant receive

4

Tenant(s) Initials, \_\_\_\_\_

Landlord Initials, \_\_\_\_\_

written consent from Landlord, **1 Dog, no larger than [XX] lbs.** (name and type of animal) shall be the only pet allowed. Tenant shall be required to submit additional security deposit as stated above.

31. **Landlord's Right to Terminate this Lease Agreement.** Landlord reserves the right to terminate this Lease and Tenant agrees to vacate the Leased Premises in the event that Landlord or agent for Landlord, in his or its sole judgment, feels that there is mold or any other potentially harmful substance in the Leased Premises that could pose a safety or health hazard to Tenant or others occupying the Leased Premises and/or feels that Tenant's actions or inactions are causing a condition which could be conducive to mold growth.

32. **Indemnification & Limitation of Liability.** Tenants shall indemnify and hold Landlord harmless from and against all claims, damages or losses that result from this Agreement. LANDLORD'S LIABILITY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES RELATED TO THIS AGREEMENT. LANDLORD'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF RENT PAID BY TENANT FOR THE LEASE TERM.

33. **General Terms.**

a. **Entire Agreement.** This Lease Agreement makes up the entire agreement between Landlord and Tenant and may not be altered except in writing signed by both parties. If a court determines that a provision of this Agreement is illegal or unenforceable, such provision shall be deleted and the remaining provisions of this Agreement shall be unaffected.

b. **Governing Law & Waiver of Jury Trial.** This Agreement is executed and intended to be performed in the State of Nevada in the County where the premises are located and the laws of the State of Nevada shall govern its interpretation and effect. Landlord and Tenant waive trial by a jury. In a proceeding to obtain the Lease Premises, Tenant shall not have the right to make a counterclaim or set off.

c. **Interpretation & Signatures.** For purposes of this Lease Agreement, all terms are equally applicable to the singular and plural and to the masculine and feminine. This Agreement may be executed in counterparts and any electronic or facsimile signatures shall be considered originals.

I have read each condition and fully understand the terms of this Agreement.

Tenant

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Landlord

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

5

Tenant(s) Initials, \_\_\_\_\_

Landlord Initials, \_\_\_\_\_

Time Card

Lawclerk Name: [REDACTED]

Project Name: Residential Lease

Date Submitted: October 31, 2017

Date Services Rendered	Amount of Time (in 1/10 of an hour)	Description of Services Rendered
October 31, 2017	1.0	Prepare initial draft of lease agreement.
October 31, 2017	3	Revise draft lease and email to attorney.