



Case Example 1

The following case example have been provided by First Full Service Evictions –
930 S. 4th Street # 202
Las Vegas, NV 89101
702.361.1403 Office

CASE from the eviction company description -

The new owner had not recorded the deed yet so we served the 3 DAY NOTICE TO QUIT THE PREMISES to try to get them to call in and let us know who they were and what their intentions were. With no call from them, we served the 90 DAY NOTICE TO VACATE THE PREMISES. This time the person called in claiming to be the current tenant. We started by asking them to send a copy of their lease and receipts of payments along with the landlords information. They did send us this info, however we assumed right away that it was not a boni fide tenant based on the fact that they claimed to have paid rent in the amount of \$4800 and then another \$4800 the following month. This along with a deposit of \$800 all totaling \$10400 for a year of rent up front. That is usually one of the ways we know it is a squatter. MOST people don't do that. Not to mention it is documented as the latest scam. At this point the owner asked if they would be interested in cash for keys to avoid having to go through the time an effort of the eviction process. The squatter agreed. Attached you will find a standard cash for keys agreement. The day that the cash was supposed to be exchanged for the keys, the squatter called and backed out claiming they wanted more money. This was after 2 weeks. The new owner had no choice but to serve the 5 DAY PAY OR QUIT NOTICE. This notice forces the tenant/squatter to either pay rent or to file an answer to the notice with the court requesting a hearing. They did file an answer, also attached. We, on behalf of the new owner also had to file for SUMMARY EVICTION. A court date was set about a week after the filing. In the court room (i personally handled this one), the judge ruled in favor of the new owner because it was obvious that the person was a squatter in many ways (i can give you more details on that if you want), but the main reason for the ruling was the number sequence of the receipts they had didn't match up with the dates and the story the squatter was telling. The judge granted the SUMMARY EVICTION and the squatter was removed from the property a few days later. I will talk about the constable and removing of the tenants process in the next email.

Use the pages that following to further understand this process.

JUSTICE COURT, LAS VEGAS TOWNSHIP Clark County, Nevada	Case No. _____ Department No. _____ <div style="text-align: center;">COMPLAINT FOR SUMMARY EVICTION</div>
Cyner's Name: _____ Agent's Name: Vegas Valley Evictions 702-896-8995 ar@vegasvalleyevictions.com 930 S 4th Street # 202 Las Vegas, NV 89101	
<i>Plaintiff</i> VERSUS	
Name and Address of Defendant(s) John Doe, _____ All Occupants _____ Las Vegas, NV 89139	

COMES NOW, the undersigned and states as follows:

1. I am (check one) the [] Landlord/ [X] the Landlord's duly appointed agent, at the premises located at _____
Las Vegas, NV 89139 situated within Las Vegas Township, Clark County, Nevada.
2. The tenancy commenced on 07/21/14. The amount of periodic rent is \$ 1500.00 per month.
3. The Tenant rent deposit of \$ 0, a security deposit of \$ 0.00 and a cleaning deposit of \$ 0.
4. Rent (check one) [] is current/ [X] became delinquent on 08/01/14, and the Tenant has remained in possession without payment of rent since that date. The amount of rent claimed due and delinquent, if any, is \$ 1500.00.
5. The Tenant (if not applicable, mark "N/A") [X] has not complied with the conditions and covenants of the rental agreement or with the obligations of the Tenant as enumerated in Chapter 118A of the NRS as follows: non-payment of rent.
6. On the 7 day of August, 2014, a written Notice to the Tenant was served on the Tenant in accordance with NRS 40.280, a copy of the Notice with the Proof of Service is attached to this Complaint.
7. The Tenant (check one) [] Did/ [X] Did Not sign a written rental agreement. If the tenant signed a written rental agreement, a copy of the Notice is attached to this Complaint.
8. Affiant requests that the Court enter an Order for Summary Eviction of the Tenant.

"I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

(Signature): _____
 (Type or Print Name): _____
 (Date): 8/15/14

NINETY (90) DAY NOTICE TO VACATE THE PREMISES

TO: John Doe, Jane Doe

All Occupants

Las Vegas, NV 89139

FROM: _____

930 S 4th Street # 202
Las Vegas, NV 89101

Notice to the above named and all others now in possession of or residing at the below described property:

7883 Tahoe Ridge Ct Las Vegas, NV 89139

This property has been acquired at foreclosure by the above listed owner. The lease agreement between you and the previous owner IS STILL IN EFFECT UNTIL THE END OF THIS NOTICE TERM AND YOU MUST CONTINUE MAKING THE REQUIRED MONTHLY RENTAL PAYMENTS TO THE NEW LISTED OWNER. ALL TENANTS MUST BRING A COPY OF LEASE AGREEMENT, PHOTO ID, AND PROOF OF RENT PAYMENTS TO NEW OWNER OR YOU MAY BE SUBJECT TO AN EVICTION. You are hereby requested to quit, vacate and deliver possession thereof to the above named owner within ninety (90) days from the service of this notice. You must take all personal belongings and return keys to owner on or before:

October 22, 2014 by 5:00pm

Any future rent payments are due and payable to the above listed owner. You are hereby notified that your failure to pay rent and/or comply with any other term of the agreement listed above or applicable law constitutes a breach of the rental agreement and may result in eviction proceedings.

AFFIDAVIT OF SERVICE

On 7/23/14 I served the above Ninety (90) DAY Notice at the following time 1:00pm and in the following manner:

By delivering a copy to the tenant(s) personally in the presence of a witness

Because the tenant(s) were absent from their place of residence or from their usual place of business by leaving a copy with _____, a person of suitable age and discretion, at either place and mailing a copy to the tenant(s) at their place of residence or place of business

Because the place of residence or business could not be ascertained, or a person of suitable age or discretion could not be found there, by POSTING A COPY in a CONSPICUOUS PLACE ON THE PROPERTY, delivering a copy to a person residing there if the person could not be found, and mailing a copy to the tenant(s) at the place where the property is situated.

Server (print name)

Server (signature)

7/23/14 1PM
Date & Time

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE NOTICE WAS PROVIDED ON THE DATE AND IN THE MANNER LISTED ABOVE

Witness (print name)

Witness (signature)

Tenant (print name)

Tenant (signature)

FIVE-DAY NOTICE TO PAY RENT OR QUIT
(NRS 40.253)

TO: JANE DOE, ALL OCCUPANTS
Tenant(s) Name(s)

FROM: _____
Landlord's Name

Address _____
LAS VEGAS, NV 89139
City, State, Zip Code

930 S 4TH STREET # 202
Address
LAS VEGAS, NV 89101
City, State, Zip Code

Telephone Number _____

Date of Service: 08/07/14

PLEASE TAKE NOTICE that you are in default in payment of rent for the above-described premises in the sum of *(insert total rent due)* \$1500.00 for the period *(insert beginning date covered by rent due)* 08/01/14 to *(insert ending date covered by rent due)* 08/31/14. Rental payment(s) became delinquent on *(insert first date rent was due but not paid)* 08/01/14

Your failure to pay rent or vacate the premises before noon on the fifth judicial day¹ following the Date of Service of this notice may result in your landlord applying to the Justice Court for an eviction order. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order. Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises, or excludes you by blocking or attempting to block your entry upon the premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

YOU ARE HEREBY ADVISED OF YOUR RIGHT TO CONTEST THIS NOTICE by filing an Affidavit (or Answer), no later than noon on the fifth judicial day¹ following the Date of Service of this notice, with the Justice Court for the Township of *(insert name of township where property is located)* Las Vegas, stating that you are not guilty of an unlawful detainer. The Justice Court is located at *(insert Justice Court's address)*:
LAS VEGAS JC, 200 LEWIS AVE, LAS VEGAS, NV

YOU MAY OBTAIN AN AFFIDAVIT/ANSWER FORM at the Clark County Civil Law Self-Help Center, located at the Regional Justice Center, downtown Las Vegas, or on its website, www.clarkcountycourts.us/CivilSHC.

DECLARATION OF SERVICE

On *(insert date of service)* 08/07/14, I served this notice in the following manner *(check only one)*:

By delivering a copy to the tenant(s) personally, in the presence of a witness *(server, witness, and tenant must all sign landlord's copy of notice)*;

(Date) *(Type or print name of witness)* *(Signature of witness)*

(Tenant's signature)

— OR —

Because the tenant(s) was absent from tenant's place of residence or from tenant's usual place of business, by leaving a copy with *(insert name)* _____, a person of suitable age and discretion, at either place AND mailing² a copy to the tenant(s) at tenant's place of residence or place of business;

— OR —

Because tenant's place of residence or business could not be ascertained, or a person of suitable age or discretion could not be found there, by posting a copy in a conspicuous place on the property, delivering a copy to a person there residing, if the person could be found, AND mailing² a copy to the tenant(s) at the place where the property is situated.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

08/07/14 _____

¹ Judicial days do not include the date of service, weekends, or certain legal holidays.

² If this manner of service is used, Landlord must file with the court a "certificate of mailing" issued by the United States Post Office per NRS 40.280(3).



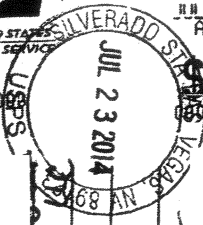
Certificate of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

PS Form 3817, April 2007 PSN 7530-02-000-9085



U.S. POSTAGE
PAID
LAS VEGAS, NV
89123
JUL 22 2014
AMOUNT



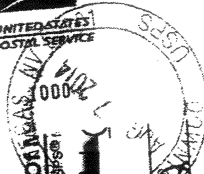
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930 S 4th ST #202
Las Vegas NV 89101
John Doe, Jane Doe
All occupants
Las Vegas NV 89139

PS Form 3817, April 2007 PSN 7530-02-000-9085



U.S. POSTAGE
PAID
LAS VEGAS, NV
89101
AUG 07 2014
AMOUNT



\$1.30
00024291-10

930 S 4th Street # 202
Las Vegas, NV 89101
John Doe
All occupants
Las Vegas, NV 89139

PS Form 3817, April 2007 PSN 7530-02-000-9085

THREE (3) DAY NOTICE TO QUIT THE PREMISES

TO: John Doe, Jane Doe

All Occupants

Las Vegas, NV 89139

FROM:

930 S. 4th Street # 202
Las Vegas, NV 89101

Notice to the above named and all others now in possession of or residing at the below described property:

7883 Tahoe Ridge Ct. Las Vegas, NV 89139

You are hereby requested to quit, vacate and deliver possession thereof to the above named owner within Three (3) days from the service of this notice. This notice to vacate is due to the following:

New owner has purchased property and you are residing at the property without a valid lease agreement.

It is your option to contact the new owner and enter into an agreement to stay or vacate the premises.

Your failure or refusal to vacate the said premises within three (3) days from the service of this notice, or your failure to contest this notice, may cause you to be found guilty of Unlawful Detainer & result in the landlord/owner applying to the Las Vegas Township Justice Court for an Eviction Order. The Justice of the Peace may thereupon issue an order directing the Constable to remove you within twenty four (24) hours after the receipt of the Eviction Order. I/we will take such legal action as the Nevada Law requires to evict you from this said premises. The Las Vegas Township Justice Court is located at 200 Lewis Ave. Las Vegas, NV

AFFIDAVIT OF SERVICE

On 7/22/14 I served the above Three (3) DAY Notice at the following time 3:00pm and in the following manner:

By delivering a copy to the tenant(s) personally in the presence of a witness

Because the tenant(s) were absent from their place of residence or from their usual place of business by leaving a copy with _____, a person of suitable age and discretion, at either place and mailing a copy to the tenant(s) at their place of residence or place of business

Because the place of residence or business could not be ascertained, or a person of suitable age or discretion could not be found there, by POSTING A COPY in a CONSPICUOUS PLACE ON THE PROPERTY, delivering a copy to a person residing there if the person could not be found, and mailing a copy to the tenant(s) at the place where the property is situated.

Server (print name)

Server (signature)

7/22/14 3 PM
Date & Time

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE NOTICE WAS PROVIDED ON THE DATE AND IN THE MANNER LISTED ABOVE

Witness (print name)

Witness (signature)

Tenant (print name)

Tenant (signature)

NOTICE:

THIS PROPERTY HAS BEEN SOLD AT THE CLARK COUNTY TRUSTEE SALE

CASH FOR KEYS AGREEMENT

DATE: 7/24/14

ATTENTION: ~~_____~~

You are hereby notified that on 7/22/14, the property located at Los Vegas Nv. 89139 ^(All occupants)

was sold at the Clark County Trustee Sale by your mortgage company/lien holder to a new third party owner. The new owner, _____ hereby notifies you that you will be required to vacate the premises in a timely manner.

The new owners understand that you may require some time to remove your possessions and relocate to another location. At this time the new owners are prepared to allow you remain in the property until 8/7/14. In an effort to assist you with your moving expenses, the new owners are prepared to offer you compensation in the amount of \$ 1000.00 at the time that you vacate the property and remove all of your possessions, belongings, trash and debris. These funds will **ONLY** be released to you upon verification that you have completely vacated the property by the agreed upon date, and the property is completely empty of ALL of your belongings. **PLEASE NOTE:** Light fixtures, ceiling fans, window coverings, dishwasher, stove, microwave, cabinets, countertops, sinks, faucets, plumbing fixtures, flooring, electrical, plumbing, windows, doors, sprinkler systems, sprinkler timers, landscaping and all other attached or built-in items are to remain with the property.

IMPORTANT: Should you fail to vacate the premises by the agreed upon date in this document, and remove all of your belongings, the new owners will be required to pursue eviction proceedings against you. This will involve your removal from the property by the Clark County Constable, and items left in the property will be disposed of at the new owner's discretion.

The new owners wish to avoid any eviction proceedings, and therefore are agreeable to compensating you for your timely cooperation. Should you have any questions or concerns regarding the terms of this agreement, please contact us at **(702) 321-7493**.

As the resident(s) of the subject property, I/We hereby agree to the terms and conditions of this agreement. Further, should we have any legal questions or concerns, I/We agree to consult with an attorney of our choosing.

I/We _____ hereby agree to vacate the premises of _____ Las Vegas NV 89139 (All Occupants) by 8/7/14, and remove all of my belongings, possessions, trash and debris. I further agree that the property will be left in the same physical condition as it was noted on 7/24/14.

In exchange for my cooperation and adherence to the terms of this agreement, the new owners hereby agree to compensate me/us in the amount of \$ 1000.00 upon final inspection of the property and confirmation that I/We have complied with all the terms of this agreement.

X _____
Resident (Signature)

7/24/14
Date

X _____
Resident (Print Name)

Resident (Signature)

Date

Resident (Print Name)

o _____

Owner Representative

7/24/14
Date

JUSTICE COURT, TOWNSHIP OF LAS VEGAS
CLARK COUNTY, NEVADA

Jane Handerson
CLERK OF THE COURT

1
2 Landlord's Name:

[Redacted]

Case No.: _____
Dept No.: 4

3
4
5 Tenant's Name:

[Redacted]

6 Address:

City, State, Zip LAS VEGAS NEVADA 89139

7 Phone:

8 E-Mail:

[Redacted] chant.

TENANT'S AFFIDAVIT/ANSWER IN
OPPOSITION TO SUMMARY
EVICTION

9 Tenant, appearing in proper person, contests this matter pursuant to NRS 40.253 and states as follows:

10 1. I am the tenant of the rental unit located at (insert complete address of rental unit, including city, state
11 and zip): LAS VEGAS NEVADA 89139

12 2. My rent (check one box) is/ is not subsidized by a public housing authority or governmental agency.

13 **(Complete Section 3 ONLY if you received a Five-Day Notice to Pay Rent or Quit.)**

14 3. I received a five-day notice stating that I owe rent. I disagree with this notice for the following reasons

(check all that apply and provide your written explanation at end of this section):

15 I paid my rent in full. Rent paid until 2/2015

16 I offered to pay my rent, but Landlord refused to accept it.

17 Landlord accepted partial payment of my rent.

18 (To raise this defense you must deposit your rent into the court's rent escrow account.) I gave
19 Landlord written notice describing Landlord's failure to maintain my rental unit in a habitable
20 condition. Landlord did not fix, or make a reasonable effort to fix, the habitability problem within
21 14 days after my notice. So I am withholding payment of rent.

22 (To raise this defense your rent must have been current at the time you gave written notice to
23 Landlord.) I gave Landlord written notice of an "essential services" problem at my rental unit (heat,
24 air conditioning, running or hot water, electricity, gas, a working door lock, or other essential item
25 or service). Landlord did not fix, or make a reasonable effort to fix, the problem within 48 hours
26 after my notice. So I am withholding payment of rent.

27 I corrected a habitability problem at my rental unit and am deducting the cost from my rent after
28 giving Landlord an itemized statement. I gave Landlord written notice of the habitability problem
and stated my intention to repair. Landlord did not fix the problem within 14 days after my notice.

Landlord's five-day notice to me did not comply with Nevada law because it (check all that apply):

Was not served on me as required by NRS 40.280; **was not served in person**

Did not identify the court that has jurisdiction over this case;

Did not notify me of my right to contest this matter by filing an affidavit with the court;

Did not notify me that the court may issue a summary order for my removal directing the sheriff or constable to remove me within 24 hours;

Did not notify me of my right to seek expedited relief if Landlord unlawfully removes or excludes me from the premises or interrupts an essential service.

Other defense (explain below). **was unaware**

(State the facts and circumstances that support the defenses you checked above:)

**was unaware property was in default
landlord became uncommunicative**

Check if attaching continuation pages

(Complete Section 4 ONLY if you received a Three-Day Notice to Quit for Nuisance/Waste/Etc.)

4. I received a three-day notice pursuant to NRS 40.2514. I disagree with this notice for the following reasons (check all that apply and provide your written explanation at end of this section):

I deny Landlord's allegations made in the notice.

The acts Landlord describes in the notice do not meet the legal definition of "nuisance."¹

Landlord's notice did not comply with Nevada law because (check all that apply):

One or more of the notices was not served on me as required by NRS 40.280;

The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.

Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

Check if attaching continuation pages

(Complete Section 5 ONLY if you received a Five-Day Notice to Perform Lease Condition or Quit.)

5. I received a five-day notice stating that I violated my lease agreement. I disagree with this notice for the following reasons (check all that apply and provide your written explanation at end of this section):

¹ NRS 40.2514(4) defines "nuisance" as "conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury and damage to other tenants or occupants of that property or adjacent buildings or structures" or violation of the controlled substance laws in NRS 453.011 to 453.552.

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- I did not violate my lease agreement.
- I fixed (or "cured") the alleged violation of my lease agreement within three days after Landlord's notice to me.
- Landlord's notices did not comply with Nevada law because (check all that apply):
 - One or more of the notices was not served on me as required by NRS 40.280;
 - The Notice to Perform Lease Condition or Quit did not specifically identify the relevant lease provisions, the alleged violations, and what I needed to do to save the lease;
 - The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;
 - The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.
- Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

Landlord (NEW OWNER NEVER SPOKE WITH ME ABOUT OPTIONS AND RAISE THE RENT WITHOUT JUSTICE OR LEGALITY)

Check if attaching continuation pages

(Complete Section 6 ONLY if you received a Seven-Day or Thirty-Day "No Cause" Notice to Quit.)

- 6. I received a seven-day or thirty-day notice to vacate my rental premises. I disagree with the notice for the following reasons (check all that apply and provide your written explanation at end of this section):
 - My lease agreement has not expired and will not expire until (insert date) _____
 - My lease agreement has expired, but Landlord renewed my tenancy by accepting rent for a new rental period and/or entering into a new lease agreement.
 - I received a thirty-day notice to quit and am 60 years of age or older or have a physical or mental disability. I gave Landlord a written request (along with proof of my age or disability) on (insert date) _____, asking to continue in possession for an additional 30 days. Landlord (check one) approved my request on (insert date) _____, or rejected my request,² or has not responded to my request.
 - Landlord's notices did not comply with Nevada law because (check all that apply):
 - One or more of the notices were not served on me as required by NRS 40.280;
 - The thirty-day notice did not notify me of my right to request to be allowed to continue in possession for an additional 30 days as required by NRS 40.251(3).
 - The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;
 - The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing

² If Landlord rejected your written request, NRS 40.251(4) allows you to file a petition with the court asking for the additional 30 days.

an affidavit with the court.

Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

Check if attaching continuation pages

(The following sections may apply regardless of why you are being evicted. Select all that apply.)

- 7. This action is brought in violation of the Federal Fair Housing Act or Nevada laws forbidding discrimination in housing (explain below).
- 8. This action is brought in violation of NRS 118A.510, which prohibits a landlord from terminating a tenancy in retaliation for a tenant having engaged in certain protected acts (explain below).
- 9. I am a tenant on property that has been foreclosed upon and sold. The new owner (check all that apply):
 - Failed to serve me with the notice of change of ownership required by NRS 40.255(2);
 - Is violating the Federal Protecting Tenants in Foreclosure Act (Public Law 111-22) and NRS 40.255 by failing or refusing to grant me an additional 90 days on the property or the term of my lease;
 - Is attempting to use the summary eviction procedure in violation of NRS 40.255(1), which requires the new owner to use the formal unlawful detainer procedure under NRS 40.290 to 40.420.
- 10. Other defense (explain below).
- 11. Pursuant to NRS 70.010 and JCRCP 110, I ask the Court to delay ("stay") enforcement of any summary eviction order for (insert number of days, up to 10) _____ for the following reasons (explain below).

(State the facts and circumstances that support the defenses you checked above:)

I ask the court to allow me to continue my lease til its paid date or lease expires 02/2015

Check if attaching continuation pages

THEREFORE, I request that Landlord take nothing requested in Landlord's Affidavit/Complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

8/11/2014

(Date)

(Type or Print Name)

(Signature)

CERTIFICATE OF SERVICE

I CERTIFY that on (insert date document served) 8/11/2014, I served TENANT'S AFFIDAVIT/ANSWER IN OPPOSITION TO SUMMARY EVICTION, pursuant to JCRC 5(b), by the following method (check one box):

Depositing a copy in the United States Mail in Las Vegas, Nevada, postage prepaid, to the address listed below (on lines below insert name and mailing address of Landlord's attorney, or Landlord directly if

Landlord has no attorney).

Delivering, by hand delivery, a copy to the address listed below and leaving it (i) with Landlord; (ii) at the office of Landlord with a person in charge or in a conspicuous place; or (iii) at the dwelling house of Landlord with a person of suitable age and discretion residing therein (on lines below insert name and mailing address of Landlord, Landlord's agent or attorney, or person of suitable age and discretion, as applicable).

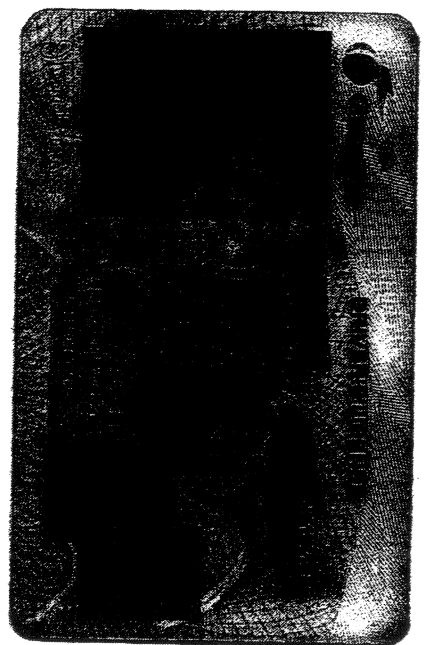
930 S. 4th St. # 202
LAS VEGAS NV 89101
(702) 321 7493

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

8/11/2014
(Date)

(Type or Print Name)

(Signature)



Residential Lease

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between _____ [Tenant] and _____ [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ together with the following furnishings and appliances:

Gas Top Stove, microwave
Rental of the premises also includes N/A

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: _____

Occupancy by guests for more than N/A is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on March 1st 2014, and end on March 2nd 2016 ^{(1) day over payment}. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 800, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to _____ or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

- by mail, to _____
 in person, at _____

Form of payment.

Landlord will accept payment in these forms:

- personal check made payable to _____
 cashier's check made payable to _____
 credit card
 money order
 cash

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and _____ under the following conditions:

Small pets allowed

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 3 days notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 30 days or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall not / shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Other disclosures:

d first month's rent.

period from Tenant's move-in date, March 2nd, through the end of the month, Tenant will
landlord the prorated monthly rent of \$ 775.00. This amount will be paid on or before the date
ant moves in. \$25 deduction for tenant moving in 1 day late.

6. Late Charges

it fails to pay the rent in full before the end of the 5th day after it's due, Tenant will
landlord a late charge of \$ 50, plus \$ 5 for each additional day that the rent re-
npaid. The total late charge for any one month will not exceed \$ 100. Landlord does not waive
t to insist on payment of the rent in full on the date it is due.

7. Returned Check and Other Bank Charges

heck offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is re-
for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check
of \$ 25.

8. Security Deposits

ing this Agreement, Tenant will pay to Landlord the sum of \$ 800 as a security deposit.
may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any
am due under this Agreement. Within 1 day after Tenant has vacated the premises,
d keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written state-
f the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check
deposit balance.

9. Utilities

will pay all utility charges, except for the following, which will be paid by Landlord:
Tenant will pay all Utilities

10. Assignment and Subletting

will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

11. Tenant's Maintenance Responsibilities

will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return
remises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordi-
ear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises
ch Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to
remises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.
has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be
d, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

12. Repairs and Alterations by Tenant

Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make
any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or
install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlock-
ing all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm-
system.

13. Violating Laws and Causing Disturbances

is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: _____
- The manager, at the following address: _____
- The following person, at the following address: _____

Clause 22. Additional Provisions

Additional provisions are as follows:

*Advance payment of \$4800 received from
-1 :- No other payment for rent due
until 9/1/2014*

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

 Date 3/1/2014 Landlord or Landlord's Agent _____ Title 3/1/2014

 Address _____ Nu. 89139

 City Las Vegas State Nevada Zip Code 89139 Phone _____

 Date 3-1-2014 Tenant _____ Phone _____

 Date _____ Tenant _____ Phone _____

 Date _____ Tenant _____ Phone _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor _____ Date 3/1/2014 Lessor _____ Date _____

Lessee _____ Date 3-1-2014 Lessee _____ Date _____

Agent _____ Date _____ Agent _____ Date _____

RECEIPT

DATE 3/1/2014 No. 199165
 RECEIVED FROM _____
 \$ 800.00 DOLLARS
 FOR RENT Eight-hundred Rent deposit
 CASH FROM 3/1/2014 TO 3/2/2016
 CHECK BY _____
 MONEY ORDER
 ACCOUNT _____
 PAYMENT 800.00
 BAL. DUE _____

RECEIPT

DATE 5/1/2014 No. 199167
 RECEIVED FROM _____
 \$ 4800.00 DOLLARS
 FOR RENT Forty Eight Hundred 6 months Rent
 CASH FROM 9/1/2014 TO 2/28/2015
 CHECK BY _____
 MONEY ORDER
 ACCOUNT _____
 PAYMENT 4800.00
 BAL. DUE _____

RECEIPT

DATE 3/1/2014 No. 199168
 RECEIVED FROM _____
 \$ 4800.00 DOLLARS
 FOR RENT Forty Eight Hundred 6 months in advance
 CASH FROM 3/1/2014 TO 8/31/2014
 CHECK BY _____
 MONEY ORDER
 ACCOUNT _____
 PAYMENT 4800.00