

# EL PASEO

## A SENIOR COMMUNITY

3980 E. Owens Avenue. Las Vegas, Nevada 89110

Telephone: (702) 438-3132

Equal Opportunity Housing

### Lease Agreement

This agreement is entered into this \_\_\_\_\_ between Asfour Properties LLC. DBA **El Paseo Senior Apartments** hereinafter referred to as Landlord, and \_\_\_\_\_ hereinafter referred to as Tenant, to which parties agree to as follows:

That the Landlord, for and in the consideration of the covenants and agreements hereinafter mentioned to be Kept and performed by Tenant, does hereby rent to Tenant the premises described below.

#### 1. Summary of Initial Rents, charges and Deposits:

	Total Due	Received	Payable Prior to Occupancy
Total Rent for the period rent	\$	\$	\$
Cleaning Fee (non-refundable)	\$	\$	\$
Smoking Fee (Non-Refundable)	\$	\$	\$
Application Fee (Non-Refundable)	\$50.00	\$	\$
Other Fee: Last month rent and June rent	\$	\$	\$
Total	\$	\$	

2. **Lease Term and Rent:** Landlord agrees to rent to tenant and tenant from Landlord for residential purposes only described as 3980 E. Owens Ave, **Apt. #** \_\_, Las Vegas, NV 89110 (the Premises). The term of this Lease Agreement is for a Period of **12 Months** (the term). The term shall commence on \_\_\_\_\_ **and shall terminate on** \_\_\_\_\_. If the Term commences on any day after the first of the month the rent for the initial period of occupancy, if less than a full month, shall be prorated to reflect the actual days of occupancy by Tenant during the first month of the Term (unless there is rent special). Thereafter, on the first day of each and every month from the date of the commencement of the Term until the date of termination, the tenant shall pay rent at a monthly base rate of **\$975.00, payable in advance** (the "rent"). Payment will be accepted at El Paseo Rental Office, during normal business hours unless otherwise agreed in writing by Landlord.

3. **RENT PAYMENTS:** Rent shall be payable in advance monthly on or before the first of each month without demand. All Rent due shall be paid at the rental office of the apartment Community or as otherwise directed by the Landlord in writing. No Cash Will Be Accepted, No Exceptions. Rent payments are legally responsibility of the Tenant without notice or demand and Landlord may take legal action to recover Rent owed after the due date stated above as provided under NRS 40.2512. The Landlord reserves the right to pursue any legal options or means of collecting any rent or tenant charges rightfully due including costs and attorney's fee.
4. **Late Charges, Penalties, Etc.** Rent is due on or before the 1<sup>st</sup> day of each month during the Term and **RENT PAID AFTER THE 3<sup>rd</sup> IS SUBJECT TO A 5% LATE CHARGE of the total rent.** For each check returned. Tenant agrees to pay a handling charge of \$50.00 plus accrued charges to Landlord. All unpaid balances will continue to accrue late charges until paid in full. Acceptance of a personal check in no way grants the tenant credit should there be insufficient funds in the account. Issuance of a bad check is a felony and may immediately acted upon. If Tenant writes a bad check, no further personal checks will be accepted from tenant for the next three (3) monthly rent payments. If Tenant is in default under this lease more than three (3) month period, irrespective of whether or not such default is cured, then without limiting Landlord's other rights and remedies provided for in this lease or at law or in equity, the Security Deposit shall automatically be increased by an amount equal to three (3) months Minimum Rent, which shall be paid by Tenant to Landlord forthwith on demand. **(Tenants initials \_\_\_\_\_,\_\_\_\_\_)**
5. **Occupants:** Tenant warrants that the Premises will be occupied by no one other than the following named persons: \_\_\_\_\_. **Occupancy is limited to (#)** persons and the Premises shall be solely used for a residence and for no other purpose. Tenant agrees to pay to Landlord \$30.00 per day for each guest remaining on the premises more than seven (7) days. All occupants must be approved by Landlord and shall not occupy the Premises except upon written consent of the Landlord and until occupant is made a party to the Lease Agreement. Tenant warrants that at least one party to the lease will be 55 years or older in age. If the premises are not occupied by at least on occupant meeting these requirements, Landlord may terminate this Lease Agreement with 30 days written notice. **(Tenants initials \_\_\_\_\_,\_\_\_\_\_)**
6. **LEASE TERMINATION:** (A) Termination By Tenant shall give to Landlord written notice not more than forty-five (45) days nor less than thirty (30) days prior to the expiration of the Term of this Lease Agreement of Tenant's intention to either: (1) vacate the

Premises at the end of the Term, (2) remain as a “holdover tenant” on a month to month tenancy subject to the additional charge set forth below and subject to Landlord’s written approval of such holdover tenancy, or (3) extend the Lease Agreement upon such terms and conditions as Landlord shall establish. If Tenant remains in possession of the Premises after the expiration of termination of the Lease Agreement without the consent of Landlord, Landlord may bring an action for possession, rent, ejectment, unlawful detainer, or for actual damages. If no notice is given as set forth above, Tenant shall automatically become a “holdover tenant” subject to the provisions of NRS 118A.470. For tenants wishing to remain on a month-to-month holdover basis and whose holdover tenancy has been approved in writing by Landlord, **an additional \$90.00 monthly Holdover charge will be required in addition to the rent amount due during the month to month tenancy created.** The 30-day written notice required to properly terminate the tenancy created hereunder must be turned into the rental office by the first day of the calendar month during which tenant desires to vacate the Premises. If the Tenant gives Improper notice or nor notice to vacate, Tenant is liable for prorated rent until lawful termination of the tenancy created hereunder. Upon termination, Tenant shall surrender and vacate the Premises, and shall remove any and all of the Tenant’s property located on the Premises. Before departure, tenant shall return all keys and personal property of the Landlord’s as listed on this Lease Agreement, to Landlord in and sanitary condition, normal wear excepted. Tenant shall allow Landlord to inspect the good, clean Premises, in the Tenant’s presence, to verify the condition of the Premises and its contents. **(Tenants initials \_\_\_\_\_, \_\_\_\_\_)**

**(B)Termination by Landlord:** Pursuant to NRS 118A3.430, in the event that tenant fails to comply with the terms of this Lease Agreement, Landlord shall be entitled to terminate this Lease Agreement upon proper written notice to Tenant. Pursuant to NRS 40.251, Landlord in its sole discretion shall be entitled to terminate this lease Agreement upon thirty (30) days written notice to Tenant Furthermore, in the event that Tenant fails to vacate the Premises after expiration of the time period stated in the written notice, Landlord shall be entitled to commence proceedings for summary eviction based upon tenant’s unlawful detainer of the Premises, as eviction from the Premises as permitted by law. Upon termination, Tenant shall surrender and vacate the Premises, and shall remove any and all of the tenant’s property located on the Premises. Before departure, Tenant shall return all keys and personal property of Landlords, as listed in this Lease Agreement, to Landlord in good, clean and sanitary condition, normal wear expected. Tenant shall allow Landlord to inspect the Premises, in the Tenant’s presence, to verify

the condition of the premises and its contents.

(Tenants initials \_\_\_\_\_, \_\_\_\_\_)

7. **Breach of Lease Agreement:** If the rent Provided for in this Lease Agreement shall at any time be in arrears or unpaid, or if Tenant shall violate or fail to observe any of the terms, conditions, rules or regulations set forth or referred to herein, or of the Premises are used in any manner objectionable to Landlord, or if the Tenant of the Premises disturbs or annoys other occupants of the community, or commits or causes to be committed a nuisance upon the premises as defined in Section 30 herein, Landlord shall be entitled to declare this Lease Agreement Breached and shall be entitled to immediately exercise all rights of termination provided by law or by statute, including summary eviction proceedings to obtain Possession.

(A) Nuisance: Tenant agrees not to commit or maintain a nuisance upon the Premises, the Common Areas, or any other area of the apartment complex during the Term of this Lease Agreement. Tenant understands that pursuant to NRS202.470, every person who shall: (1) commit or maintain a public nuisance for which no special punishment is prescribed; (2) willfully omit or refuse to perform any legal duty relating to the removal of nuisance; or (3) let, or permit to be used, any building or portion thereof, knowing that it is intended to be, or is being used, for committing or maintaining any such nuisance, shall be guilty of a misdemeanor. In the event that Tenant commits or maintains a nuisance upon the Premises. The Common Areas, or any other area of the apartment complex during the Term of the Lease, Landlord shall be entitled to commence summary eviction proceedings against Tenant as provided for in NRS 40.2514. According to NRS 40.140, a nuisance is defined as anything that is injurious to health, or indecent and offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property including, without limitation a building or place used for the purpose of unlawfully selling, serving, storing, keeping, manufacturing, using or giving away a controlled substance, immediate precursor as defined in NRS 453.086 or controlled substance analog as defined in NRS453.043, is a nuisance, and the subject of an action. Furthermore, the action may be brought by any person whose property is injuriously affected, or whose personal enjoyment is lessened by the nuisance and by the judgment the nuisance may be enjoined or abated, as well as damages recovered. If the Tenant witnesses the occurrence of a nuisance on the apartment complex property, Tenant should contact Landlord at the phone number given below immediately.

8. **Sublease:** Tenant shall not sublet, assign or transfer all or any part of Tenant's interest in the Premises without the prior written consent of the Landlord. Any such attempted lease, sublease, assignment or transfer shall be null and void.
9. **Attorney's Fees/costs:** In the event that a claim shall be brought for any unlawful detainer of the Premises, or for recovery of any Rent or other charges due, or for a breach of any other covenant of this Lease Agreement on the part of the Tenant, reasonable attorney's fees may be awarded for the prevailing party in such court action.
10. **Subordination:** This Lease Agreement shall be subordinate and junior to any and all liens and encumbrances of any kind or description whether existing at time of the execution of this Lease Agreement or hereafter arising, which may be placed on the Premises by Landlord.
11. **Security Deposit:** Upon Termination of this tenancy for any reason if Tenant does not leave the Premises in as good of condition as it was received from Landlord, normal wear and tear expected, Landlord may apply the security deposit to reasonable costs incurred to clean the Premises and/or repair damage caused by Tenant or invitees, including reasonable repair or replacement of , without limitation, locks and keys, fixtures, appliances, floors and covering, windows and coverings, ceilings and walls in said Premises or apartment community.
- Tenant agrees that the security deposit shall be used by Landlord to remedy any default in Rent owed by Tenant upon termination of the Term of this Lease Agreement. Tenant agrees the security deposit shall not be used in lieu of Rent payments during any month of occupancy during the Term, including the last month of the Term. Tenant remains liable for and shall pay promptly to the Landlord all sums for damages, repairs, replacements, cleaning, concessions, and non-completion of terms including, but not limited to, a prorated amount of the monthly Rent until the Premises have been relets in the event that the tenancy was terminated without proper notice. Pursuant to NRS 118A.242, an itemized statement of all charges will be sent to Tenant at Tenant's last known address within 30 days of termination of the Term.
- Tenant agrees that Landlord has the right to pursue collection of any rent, fee or damages to which Landlord is legally entitled over and above the security deposit. Tenant agrees that upon termination of this Lease Agreement and refund of the security, Tenant shall not be entitled to payment of any interest on the monies collected as the

security deposit and deposited by Landlord, nor shall Landlord be required to deposit monies collected as the security deposit onto an interest bearing account.

- 12. Maintenance:** Tenant shall keep the premises in a clean and sanitary condition. If damage to the Premises other than normal wear is caused by acts of neglect or omissions of the Tenant, Tenant's invitees or others occupying the Premises with Tenant's permission, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense incurred. Tenant agrees to pay for all repairs, replacements, and maintenance caused by Tenant's misconduct or negligence or that of Tenant's family, pets, and invitees, and at Landlord's option such charges shall be paid immediately or be regarded as additional Rent to be paid on later than the monthly Rent payment due date following such repairs. **Tenant is Responsible for all light Bulbs, Batteries and Air filter.**
- 13. Alterations:** Tenant agrees not to make any alterations to the walls, appliances, windows, patio railing, roofs, buildings, fences, common areas, or amenities, or the place any antennas, aerials or electrical connections in the Premises without separate written permission of Landlord. Any alterations, if approved, are to be made in accordance with applicable laws, codes and ordinances, shall be at the expense of Tenant, and shall become permanent fixtures upon the Premises and therefore the property of Landlord. Screen doors may not be installed and Steel Bars are not allowed on Windows.
- 14. Defects/Damage:** Tenant shall report any defect or natural wear pertaining to plumbing, wiring or workmanship immediately. Tenant is responsible for and agrees to pay for any damage(s) done by wind or rain caused by leaving windows open, and/or overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general that is due to the acts of the Tenant or Tenant's invitees.
- 15. PETS:** Tenant agrees that tenant or his/her guests may not keep in, on or about the Premises or Common Areas any animals, bird or pet of any kind without a prior separate written agreement signed by Landlord. Approval of pets is subject to additional fees and requirements as defined in a separate pet agreement to be executed by Landlord and Tenant. This Section does not prohibit Tenant or any visitor or guest of Tenant from keeping a guide dog, hearing dog or helping dog or helping dog, or other service animal on the Premises or common areas as necessary.

**Tenant or any guest or visitor of Tenant shall provide proof to Landlord that an animal present on the Premises or any common areas of the apartment complex is a guide dog, hearing dog, helping dog, or other service animal, upon request.**

**16. Smoking Fee:** Tenant(s) or his/her guests may not smoke in any interior common areas of the Premises. Tenant(s) agrees that tenant(s) or his /her guests may smoke in the interior of the apartment when a **Non-Refundable Smoking Fee of \$250.00 per apartment is paid in advance.**

**17. Smoke Detector/Alarm:** The smoke detector provided within the Premises shall not be disarmed, covered, or made inoperable in any manner by the Tenant. Tenant should take extra precautions to periodically test the smoke detector, especially after any power outages.

**18. (A). Waterbeds, Etc.:** Waterbeds shall not be allowed without previous separate written agreement from Landlord, shall only be permitted on ground levels, and shall be specified in Tenant's Renters Insurance Policy. **(B) Barbecues:** Pursuant to the applicable fore code, barbecuing will not be permitted on the balcony or on sidewalks or adjacent to buildings.

**19. Water-Heaters/Storage:** Due to fire hazards, the room which contains the water heater is not to be used for storage.

**20. Keys and Deadbolts:** All Keys as described on the key Addendum are to be returned the same day that the Premises are vacated. Tenant shall not install nor have installed a deadbolt on the door to the Premises or change a deadbolt Lock now existing. The Rental Office will maintain a key to the apartment to be used for entry in the event of any emergency.

**21. Utilities: Tenant agrees to pay for gas and electricity, including utility deposits.** Landlord agrees to pay for sewer, water and trash removal. To the extent permitted by law, Landlord has and will continue to have, during Term of this Lease Agreement and any holdover period, the right to designate Tenant's utility providers. Landlord reserves the right to change Tenant's utility providers at any time and from time to

time in Landlord's sole discretion by providing Tenant with a five (5) day written notice of any such change. Notwithstanding any such selection by Landlord shall not be responsible or liable for any loss, damage or expense tenant may sustain or incur by reason of any change in utility provider, or for any failure interference, disruption, or defect in any utility service and no such event shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent or relieve Tenant of any of its obligations under this Lease Agreement. Cable TV Connections are provided in the apartments. Satellite TV Equipment is not allowed to be installed or attached to the building. The system must be free standing inside the Tenant space.

**22. Insurance: It is the Tenant's responsibility to procure Renters Insurance, as Landlord's insurance does not cover Tenant's property.** (Tenants initials \_\_\_\_\_, \_\_\_\_\_)

**23. Liability:** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or a part of the Common Areas of the apartment community, unless such liability is based on the negligent acts or omissions of Landlord or Landlord's employees. Tenant agrees to hold Landlord harmless from any claims from damages caused by the negligent acts or omission of the Tenant, Tenant's guests or invitees. **All personal property of Tenant kept on or within the Premises shall be kept there at the risk of Tenant, and Landlord shall not be liable for any damage caused thereto or for the theft or other loss thereof. Tenant shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the Premises and all contents therein.** Furthermore, Landlord shall not be liable in any way for the physical health and well being of Tenant, nor shall Landlord to be obligated to provide Tenant with any form of health care, assistance, or monitoring in maintaining Tenant's physical health and well Being. Tenant understands that **El Paseo is not an assisted care facility** as explicitly set forth in Section 25 of this Lease Agreement, and that Landlord does not provide assisted care to its Tenants. In the event that Tenant's physical or mental health deteriorates to the point where Tenant is in need of such living assistance during the Term of the Lease Agreement, or any extension or renewal thereof, the Tenancy created hereunder shall be terminated as set forth in Section 25 of the Lease Agreement.



**24. Modifications of Rules/Policies:** The terms of this Lease Agreement may be changed and Landlord may adopt Rules or Policies upon thirty (30) days written notice to Tenant.

**25. Health Statement:** Tenants must be able to **live independently and maintain themselves and their own household**. The undersigned agrees that upon a 30 day written notice, the Lease Agreement may be terminated at Tenant's request due to medical complications upon receipt by Landlord of written documentation from Tenant's doctor(s) on professionally printed forms/letterhead verifying such medical complications. If it is determined by the Tenant's next next of kin, Tenant's doctor(s), or law enforcement or social service workers that the Tenant(s) pose(s) a danger to the life and safety of themselves and/or others and/or is not able to live independently, the Lease Agreement shall be terminated upon proper notice set forth under NRS section 40.2514. Likewise, Landlord reserves that right to request current medical documentation of Tenant's ability to live independently should tenant's behavior or well-being cause Landlord concern for the safety of other Tenants in the apartment community of if uncontrollable situations arise or occur in which Tenant becomes an endangerment to themselves or others; or where Tenant's actions present a danger to physical property located on the Premises or in the Common Areas of the apartment community. If it is found that the Tenant(s) can no longer care for themselves and must move to assisted care facility or to home of a family member, Landlord reserves the right to request additional documentation if deemed necessary. Landlord reserves the right to verify any documentation which is presented by or on behalf of Tenant. Termination under this section shall be permitted regardless of whether or not the Term of the Lease Agreement has been completed.

**26. Vehicles:** All Vehicles must be in operating order and bear current registration. Non-operating vehicles, in whole or in part, shall not be permitted in or about the apartment community grounds. Tenant shall not be permitted to have more than one (1) vehicle on the apartment community grounds at any one time. All vehicles must be registered with Landlord. **Vehicle** \_\_\_\_\_ **Make of car:** \_\_\_\_\_ **Model:** \_\_\_\_\_ .  
**Plate #** \_\_\_\_\_ .

**27. Inspection:** Tenant agrees that Landlord may enter the Premises at any reasonable time to inspect the Premises or to make repairs. Landlord has the right to conduct two maintenance inspections of the Premises each calendar year. As per NRS REQUIREMENTS, Landlord agrees to give Tenant a 24-hour notification prior to entry except in case of emergency. Landlord may show the Premises to Prospective

residents, buyers, loan officers or insurance agents or others with lawful business therein and Tenant expressly agrees that Landlord may show the premises at any reasonable time during normal business hours (between the hours of 9:00am and 5:00pm, Monday through Friday) upon twenty-four (24) hours prior notification to Tenant.

**28. Taxes/Excise:** If at any time during the term of any lease or renewal or extension periods, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax) however described is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease or applicable renewal addendums, all such tax or excise on rents or other taxes shall be paid by Tenant(s). Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant(s) shall pay, as additional rent, the proportionate amount due hereunder within thirty (30) days after demand. Landlord reserves the right to then adjust the monthly base rent proportionately for all future rental payments.

**29. Destruction of Premises Caused by Casualty:** If there is any partial destruction of the Premises, or of the building in which the Premises are located, by fire, casualty, or other cause, Landlord shall promptly repair the same. Such partial destruction shall in no way void this Lease Agreement. Tenant shall be entitled to a proportionate reduction of rent while such repairs shall interfere with the normal use and occupancy of the Premises by Tenant. If the Premises are damaged or destroyed by fire, casualty or other cause to such an extent that enjoyment of the Premises is substantially impaired, Landlord may terminate this Lease Agreement and Tenant may immediately vacate the Premises and must notify the Landlord within seven (7) days thereafter of his intention to terminate the Lease Agreement. The Lease Agreement shall be deemed officially terminated as of the date of vacation of the Premises by Tenant. Tenant shall be liable for any damages incurred to the premises or the personal property located within the Premises as by Tenant. Tenant shall be liable for any damages incurred to the Premises or to the personal property located within the Premises, as a result of negligence and willful acts of Tenant or Tenant's invitees or guests.

30. **Condemnation:** If any part of the Premises, or the building in which the Premises are located, shall be taken or condemned for a public or quasi-public use, then this Lease Agreement shall terminate as of the date title vests in the condemner.
31. **Notices:** Tenant agrees to accept all notices to Tenant, which may be delivered personally or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at the Premises or the last known address, whether or not the Tenant has departed from, abandoned, or vacated the Premises. All notices shall be deemed effective if served as required by NRS 40.280.
32. **Policies:** Tenant agrees to abide by any and all rules and policies, including but not limited to rules with respect to noise, odors, disposal of trash, pets, parking and use of Common Areas. Further, Tenant agrees to abide by all amendments and additions to said rules after 30 days written notice of any such amendments or additions. At the time of execution of this Lease Agreement, Tenant acknowledges that he/she has signed and received a copy of all existing rules and regulations pertaining to the Premises.  
(Tenants initials \_\_\_\_\_, \_\_\_\_\_)
33. **Promotions:** Tenant acknowledges that Landlord may periodically offer rental promotions or incentives to potential new occupants or tenants. However, Tenant agrees and acknowledges that persons currently renting from Landlord, including Tenant, are not eligible for such promotions or incentives. Only those persons approved by Landlord as new tenants and paying the first month's rent and deposit required by Landlord on the days the promotion or incentive is in effect are eligible to participate in or benefit from such promotion or incentive.  
If Tenant has received a Rent discount or rebate, or has received "free" Rent for any period of time, or has received any other financial or monetary incentive to occupy the premises and/or enter into the Lease Agreement, and Tenant fails to perform Tenant's obligations under this Lease Agreement, including, but not limited to failing to timely pay Rent when due, or vacating the Premises prior to the expiration of the initial Term of this Lease Agreement, Tenant agrees that Tenant shall pay and reimburse to the Landlord the amount of any discounted or rebated Rent, the full amount of any "fee Rent" extended to Tenant, or any other financial or monetary consideration received by Tenant, The full amount if any such discounted, rebated or "Rent or other monetary incentives shall be all due to Landlord and collectible by

Landlord, as additional Rent, immediately upon Tenant's breach of this Lease Agreement should Tenant participate in a promotional program, applicable monetary amounts shall be disclosed in Paragraph 1 of this Lease Agreement or an addendum to this Lease Agreement shall be executed, disclosing any monetary amounts applicable to the program.

**34. Common Area Service:** Use of swimming pool, recreation equipment and facilities furnished by Landlord ("the Common Areas") is for the pleasure and convenience of the Tenant and is not to be construed in any manner as a right given to Tenants in return for payment of Rent pursuant to the Lease Agreement. Landlord shall not be required to keep said services or facilities in a condition for use by Tenant and the time and manner of use or closure, temporarily or permanently, shall be at the sole discretion of the landlord. Tenant understands and agrees that the use of the Common Areas by Tenant is a revocable privilege, and that such privilege may be revoked by Landlord if, in Landlord's sole discretion, Tenant poses an anger to himself/herself or to the other tenants of the apartment complex or it Tenant's actions indicate, in the Landlord's sole discretion, that Tenant is unable to safely relate to the other Tenants of the apartment 6 complexes in a group setting. Examples of Tenant being a danger or a threat to themselves or other Tenants include, but are not limited to, the following: 1. The occurrence of any incident which results in the contacting of local law enforcement of remove the Tenant from any part of the Common Areas; 2. The occurrence of any incident in which Tenant is verbally or physically abusive or threatening to the other tenants and/or their guests or to management or staff; or 3. The occurrence of any incident in which Tenant fails to follow the rules and regulations regarding the use of the Common Areas as established by Landlord.

**35. Owner:** The partnership which owns the apartment is: Asfour Properties LLC. doing business as El Paseo apartments. 3980 E Owens Avenue, Las Vegas, NV 89110

**36. Contract/Agreement:** This Lease Agreement Constitutes a binding contract between Landlord and Tenant. The undersigned have read the above contract and understand and agree to all the provisions and further acknowledge that they have received a copy of said contract.

**37. Construction:** The paragraph headings used in this Lease Agreement are for reference only and do not add to or diminish the intended meaning of any paragraph herein.

**38. No Waiver:** No failure or delay by Landlord in the exercise of any rights to which Landlord is entitled shall constitute a waiver of such right unless the time period for the exercise of such right as provided by law has expired. A waiver by Landlord of a single occurrence of a breach of Tenant under this Lease Agreement shall not indicate that Landlord shall waive any and all subsequent breaches of this Lease Agreement by Tenant.

**39. Titles/Joint and Several Liability:** All titles and any variation thereof shall be deemed to refer to the singular or plural as the identity of the parties require.

**40. Entire Agreement:** It is against the policy of the Landlord and its agents to enter into any oral agreements concerning the modifications of the terms of a Lease Agreement and the leasing of any apartment. This Lease Agreement and its addenda contain the entire Lease Agreement between the parties.

**41. Apartment Acceptance:** Landlord has provided to tenant furnishings including **stove, refrigerator, dishwasher, microwave, washer, dryer, carpeting and window coverings**. Tenant agrees that all appliances and equipment on the Premises are in good working order, except as described on the Premises inspection report. Tenant agrees to take good care of the Premises and return the same at the termination of this Lease Agreement in good condition, allowance being made for normal wear and tear.

**TENANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS AGREEMENT.**

\_\_\_\_\_

Tenant

Date

Tenant

Date

**Landlord or Manager of El Paseo Senior Apartments**

\_\_\_\_\_ Date: \_\_\_\_\_.



