

RENTAL AGREEMENT

This Rental Agreement is made effective as of xxx, by and between James and Valerie Frega (" Landlords "), and xxx.

The parties agree as follows:

OCCUPANCY. Premises shall be occupied only by those persons mentioned in this agreement.

PREMISES. Landlord, in consideration of the rent payments provided in this agreement, leases to xxx (the " Premises ") located at xxx.

TERM. The lease term will begin on xxx. The type of lease is Month to Month.

RENT PAYMENTS. Tenant shall pay to Landlord monthly payments of \$ xxx per month, payable in advance on the 1st day of each month. Rent payments shall be made to the Landlord at 1139 Wisteria drive. Minden, Nevada, 89423.

SECURITY DEPOSIT. Tenant shall pay to Landlord, in trust, a security deposit of \$ xxx plus a pet deposit of \$ xxx to be held and disbursed for Tenant damages or negligence to the Premises (if any) or any rent do the Landlord as provided by law.

Notice. Tenant must give notice of not less than 30 (thirty) days of intent to vacate.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this agreement, and shall yield possession to Landlord upon termination of this agreement.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant shall not make any structural alterations without Landlords consent.

PETS. Tenant may keep not more than xxx.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation. Tenant shall maintain the premises in a clean, sanitary and safe condition at all times. Tenant agrees to properly care for and adequately water lawns, shrubs, and trees. Tenant is responsible for snow and ice removal.

UTILITIES AND SERVICES. Landlord Tenant shall be responsible for all utilities and services in connection with the Premises, with the exception of xxx, xxx, xxx.

SEPTIC SYSTEMS. Tanks will be pumped once every 3 years at the expense of the landlord. Additional pumping will be at the expense of the Tenant. Tenant must immediately report leaky toilets or faucets.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days written notice to Tenant that the Premises will be sold.

HABITABILITY. Tenant has inspected the Premises and fixtures and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord in writing.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days written notice to the Tenant.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within five (5) days or any other obligation within fourteen (14) days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlords rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenants financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenants defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

(agreement continued on reverse side of this document)

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LATE PAYMENTS. Tenant shall pay a late fee equal to **5%** (five percent) of the rent for each payment that is not paid within **5** (five) days after its due date and **10%** for payments made later than ten days.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under the applicable law for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

ORDINANCES. Tenant agrees to comply with all state and local (health,safety,etc.) ordinances.

SUBLETTING/ASSIGNABILITY. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord. Upon consent of the landlord, sublessee may occupy the premises only at the discretion of the Landlord.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, and addressed to the party at the appropriate address, set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Nevada.

ENTIRE AGREEMENT/AMENDMENT. This Rental Agreement contains the entire agreement of the parties. This Agreement may be modified or amended by the Landlord in writing. Tenant shall receive written notice of any amendments to this agreement not less than forty five (45) days prior to their enactment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable . If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Additional Conditions. _____
_____xxx
_____xxx
_____xxx
_____xxx

LANDLORD:
Name: James and Valerie Frega
Address: 1139 Wisteria Dr.
Minden NV 89423

TENANT:
Name(s): _____
SS# : _____
Phone: _____



Drivers License#: _____,

LANDLORD SIGNATURE: _____,

TENANT SIGNATURE: _____,