

**Nye County School District
Office of the County Superintendent
484 S. West Street • Phone 775-727-7743
Pahrump, Nevada 89048**

RESIDENTIAL LEASE

(818B I Avenue, Gabbs, Nevada)

This Residential Lease Agreement ("Lease") is executed this ____ day of _____, 2016, between the Board of Trustees of the Nye County School District, a body corporate ("Nye County School District"), as "Landlord," and _____, as "Tenant." This Lease is entered into with reference to the following facts:

RECITALS

A. After the Landlord reasonably determined the fair rental value of the Property was \$5,000 a year or less Landlord adopted a resolution of intent to lease the property located at 818B I Avenue, Gabbs, Nevada ("Property") pursuant to the provisions of Nevada Revised Statutes ("NRS") Section 393.3251.

B. Landlord properly noticed the adoption of the resolution as provided in NRS Section 393.3252 and this Lease is being entered into pursuant to NRS 393.3251, 393.3252 and 393.3253.

C. Tenant desires to lease the Property from Landlord on the terms and conditions set forth in this Lease, with the understanding that the Lease may be terminated by Landlord on thirty (30) days written notice if Landlord determines that the Property is needed to house employees of Landlord.

Based on the foregoing Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Lease Of Premises. Landlord hereby leases unto Tenant and Tenant hereby leases from Landlord the residential Property located at 818B I Avenue, Gabbs, Nevada. The property is referred herein as the "Property" or the "Premises," and shall be construed to include all improvements, facilities, and fixtures located thereon. By executing this Lease Tenant hereby accepts the condition of the Premises in its "AS IS" condition. Tenant acknowledges having inspected the Premises prior to executing this Lease. Tenant acknowledges having inspected the Premises prior to executing this Lease. There are no common areas or recreational facilities associated with the Premises. Landlord and Tenant have agreed that the Premises will be leased as residential real property pursuant to NRS Chapter 118A and NRS Chapter 118B shall not apply.

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3. Term. The term of this Lease shall commence on _____, 2016, and shall continue thereafter for a period of one (1) year, unless earlier terminated by the written notice of Landlord or Tenant as provided herein or by applicable statute. Landlord may terminate this Lease without penalty on thirty (30) days advance written notice if Landlord determines in its sole and absolute discretion that the Property is needed for Landlord's employees. Tenant acknowledges and agrees that the rental rate provided in this Lease is reflective of this early termination right by Landlord.

4. Rent. Tenant shall pay to Landlord, in cash, without abatement, deduction, or offset the sum of _____ Dollars (\$_____) per month payable in advance on the first day of each calendar month. Rent for any fractional portion of a month shall be prorated.

5. Cleaning And Damage Deposit. At the time of signing this Lease, Tenant shall pay to Landlord the sum of _____ Dollars (\$_____) as a cleaning and damage deposit. If the Premises are surrendered to Landlord at the expiration of the term of this Lease in the same condition as at the commencement of the term of this Lease, reasonable and ordinary wear and tear excepted, then Landlord shall return to Tenant the entire amount of the deposit within thirty (30) days from the expiration of the term of the Lease. If the Premises are not surrendered in the same condition, reasonable and ordinary wear and tear accepted, then Landlord may apply all or any portion of the deposit to repair and/or clean the Premises. If the cost to repair and/or clean the Premises exceeds the amount of the deposit, then Tenant shall pay to Landlord the excess amount upon fifteen (15) days written demand for payment from Landlord. The deposits by Tenant under this Lease are intended to be governed by the provisions of NRS 118A.240 et. seq., and to the extent any provisions of the Lease are inconsistent with such provisions, the provisions of the statute shall apply.

6. Taxes And Assessments. Landlord agrees to pay all real estate taxes assessed against the Premises, if any. Tenant shall pay all taxes and assessments on any personal property located on the Premises which is the property of Tenant.

7. No Assignment or Subletting. Tenant shall not assign Tenant's interest in this Lease or sublet the Premises, in whole or in part, without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

8. Use. Tenant may use the Premises during the term of this Lease for no purpose other than as the personal residence of Tenant. No other use shall be permitted without the prior written consent of Landlord. Tenant shall, at its cost and expense, comply with all federal, state and local laws, rules, ordinances and regulations, now or hereafter adopted, governing the Premises and/or for Tenant's use or occupancy of the Premises, including, without limitation, any and all environmental, disability and accessibility laws, rules, or regulations. Tenant shall not use, bring, store or dispose of any hazardous

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materials or substances on or at the Premises. Hazardous materials mean all materials and substances defined in Nevada Revised Statutes Section 40.504. Tenant shall comply with all of Landlord's rules and policies as adopted from time to time. The renting or use of the Premises by any persons other than Tenant and Tenant's immediate family (defined herein as spouse and children) is prohibited. Tenant's immediate family, including minor children, may use the Premises. Tenant shall not permit the Premises or any part thereof to be used (1) for the conduct of any offensive, noisy, or dangerous activity or any other activity that would increase the insurance premiums for the Premises, (2) the creation or maintenance of any public nuisance, or (3) any purpose or manner which will obstruct, interfere with, or infringe on the rights of other tenants of adjoining property owned by Landlord or its affiliates. Tenant agrees to comply with the Occupancy Rules and Regulations attached hereto.

9. Maintenance Of Premises. Tenant acknowledges that the Premises are in good order and repair. Tenant shall, at Tenant's own cost and expense, keep the Premises in excellent and safe condition during the term of this Lease, reasonable and ordinary wear and tear excepted. Tenant shall maintain in excellent and safe condition, at Tenant's own cost and expense, all equipment, appliances, furniture, and furnishings therein and surrender the same to Landlord upon the termination of the Lease in as good a condition as when received. Tenant shall indemnify and hold Landlord harmless from any and all penalties, damages, charges, liabilities or claims imposed or incurred as a result of the negligence of Tenant or Tenant's failure to perform the obligations imposed by this section. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall irrigate any surrounding grounds, including lawns, trees and shrubbery, and keep the same free and clear of rubbish or weeds. Landlord will provide the lawn care maintenance, other than irrigation or watering. Tenant shall not commit any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of others.

10. Insurance. Landlord shall maintain fire and extended coverage insurance on the Premises, but will not be obligated to insure Tenant's personal property, furniture, appliances, or fixtures located on the Premises. Landlord shall have the right to terminate the Lease if the Premises is damaged or destroyed, and shall have no obligation to rebuild. Tenant hereby agrees to obtain, at Tenant's sole cost and expense, Tenant's own policy of insurance insuring Tenant's furniture and fixtures and other personal property located on the Premises. Tenant waives any and all claims, causes of action, and damages against Landlord arising out of or related to the damage or destruction of the Premises, Tenant's property located on or at the Premises, or alterations or improvements made by Tenant, unless caused by the acts or omissions of Landlord or its agents or employees. Tenant shall look to its insurance policy for damages arising from any claims related to the damage or destruction of the Premises or Tenant's property. Tenant agrees that Landlord's insurance policy shall provide that all proceeds shall be made payable to Landlord and not Tenant.

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11. Improvements To Premises. Tenant shall not make any structural alterations or permanent additions or changes to the Premises without first obtaining the written consent of Landlord, which may be withheld in the sole discretion of Landlord. Any such alterations, changes, or additions approved by Landlord shall be made at the sole cost and expense of Tenant, shall be completed free and clear of all mechanic's liens and claims and be in conformance with all applicable laws and regulations.

12. Damage Or Destruction. In the event of any damage or destruction of the Premises, by fire or other casualty, and such damage or destruction shall render the Premises un-tenantable in the opinion of Landlord, then Landlord and Tenant shall each have the right to terminate this Lease by giving written notice of such termination to the other party within fifteen (15) days after said occurrence; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Landlord only shall have the right to terminate the Lease. Tenant shall reimburse Landlord for all repair costs incurred as a result of Tenant's (or his invitees) negligent acts or omissions.

13. Inspection Of Premises. Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable hours for the purpose of examining or inspecting the Premises, to maintain the Premises, to arrange for services and utilities to the Premises, and to make any repairs that Landlord is required or permitted to make pursuant to the terms of this Lease. Landlord may also enter the Premises if it is abandoned by Tenant and to place signs for sale or lease of the Premises.

14. Holding Over. If Tenant holds over or retains the Premises after the expiration of the term of this Lease, or any extension thereof, the tenancy thereupon arising shall be construed to be a month-to-month tenancy with rent equal to one-hundred ten percent (110%) of the regular monthly rent specified in this Lease with the owner of the Property and upon all other terms and conditions contained in this Lease.

15. Utilities and Services. All fees and taxes for garbage collection, water, oil or gas, electricity, telephone, sewer, cable TV, and other costs incurred in connection with the use of the Property, shall be paid by Tenant and Tenant agrees to hold Landlord harmless from these expenses and costs.

16. Personal Property. If any personal property is provided by Landlord for use by Tenant, Tenant agrees to return all such personal property to Landlord at the expiration of the term of this Lease in the same condition as at the commencement of the term of the Lease, reasonable wear and tear excepted.

17. Pets and Children. No animals shall be brought on the Premises at any time without the prior written consent of the Landlord. If a pet is approved by Landlord, Tenant shall be required to pay a Fifty Dollar (\$50.00) non-refundable pet deposit. Children are permitted under this lease.

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18. Indemnification. 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 any part thereof, or in common areas thereof, no matter how caused, excepting only damage or injury caused by the acts or omissions of Landlord or any agent or employee of Landlord. Tenant shall indemnify and hold Landlord and the property of Landlord, including the Premises, harmless from any and all liability for injury or death of any persons, including Tenant, or for any damage to property arising from the use or occupancy of the Premises by Tenant or from the acts or omissions of any person or persons (other than Landlord or its agents and employees), including Tenant, in or about the Premises with the express or implied consent of Tenant. This indemnification shall include all costs and attorneys' fees incurred by Landlord in defending against said claims. This indemnification shall include all costs and attorneys' fees incurred by Landlord in defending against said claims.

19. Default. If Tenant shall fail to make any payment of rent required under the terms of this Lease, and such failure shall continue for five (5) days, or if Tenant shall default under any other terms or provisions of this Lease, and such failure shall continue for ten (10) days after written notice from Landlord specifying such default, Landlord may terminate this Lease by giving written notice of such termination to Tenant, and Landlord may thereupon take possession of the Premises.

20. Attorneys' Fees. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

21. Notices. All notices required to be given by law or pursuant to the terms of this Lease shall be in writing and shall be considered given (a) upon personal delivery of a copy to the person to be served, or (b) seventy-two (72) hours after mailing such notice by certified or registered mail, postage prepaid, properly addressed and deposited in the United States Mail. The addresses for notices shall be as follows:

To the Landlord: Nye County School District
Attn: Raymond Ritchie, COO
484 S. West Street
Pahrump, Nevada 89048

To the Tenant: _____

Any change in the address of any of the parties shall be made by giving the other party written notice of such change in the manner provided for above. Thereafter, all such notice shall be given in accordance with the notice of change. Notices given before actual receipt of the notice of change shall not be affected by the change.

In case of Emergency, contact the following:

Maintenance & Operations Office – Pahrump

775-727-2443

7:00 a.m. to 4:00 p.m. Mon. – Fri.

Gabbs

James Mckinnon 775-224-2096

Tonopah

Jeremy Davis 775-764-0203

Nick Perchetti 775-764-0201

Emergency services performed by other than Nye County School District personnel must be submitted for approval and reimbursement.

22. Gender And Number. As used in this Lease, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

23. Choice Of Law. This Lease is to be governed by and interpreted under the laws of the State of Nevada.

24. Chapter 118A. To the extent that this Lease includes any provisions prohibited by Chapter 118A, said provisions have been included inadvertently and are hereby deemed inapplicable. Nothing in this Lease shall be deemed to waive any non-waivable rights or remedies granted to Tenant pursuant to NRS Chapter 118A.

25. Inventory of Condition of Premises. Attached hereto is a record of the inventory and condition of the Lease Premises under the exclusive custody and control of Tenant, which shall be executed by Landlord and Tenant concurrently herewith.

26. Notices and Information. Tenant is hereby advised that NRS 202.470 provides that every person who commits or maintains a public nuisance (as defined in NRS 202.450), or willfully omits or refuses to perform any legal duty relating to the removal of the public nuisance, or permits any building or boat to knowingly be used for committing or maintaining a public nuisance is guilty of a misdemeanor. Tenant may report a public nuisance complaint to: Nye County Sheriff, 101 Radar Road, Tonopah, Nevada 89409 (775) 482-8110. A violation of a building, safety or health code or regulation may be reported to the Building and Safety Department, 250 N. Hwy 160, Suite 3, Pahrump, Nevada 89060, (775) 751-3773. The contact number for the Gabbs Fire Service is 503

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Brucite Street, P.O. Box 411, Gabbs, Nevada 89409, (775) 285-2010. Tenant is also informed that he/she has a right to display the flag of the United States at the Premises as set forth in NRS 118A.325.

27. Time. Time is of the essence of this Lease and each of its provisions.

28. Successors And Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. This Lease may not be assigned or transferred by Tenant. Landlord may freely assign and transfer its interest in the Property and this Lease.

29. Waiver. The waiver of any breach of a provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different provision of this Lease.

30. Entire Agreement. Tenant and Landlord agree that this agreement contains the entire agreement and understanding of the parties. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty concerning this Lease except as expressly set forth herein. Any agreements, warranties or representations not expressly contained herein will in no way bind either Landlord or Tenant, and Landlord and Tenant hereby expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

31. Interpretation. This Lease shall be interpreted in accordance with its terms, and shall not be interpreted for or against any party as the drafter or otherwise. Both parties have had equal opportunity to review this Lease with legal counsel of their own selection and hereby represent that they fully understand the terms and conditions set forth in this Lease.

LANDLORD:

Nye County School District

By _____

Its _____

TENANT:

By _____

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OCCUPANCY RULES AND REGULATIONS

1. No alterations or additions to the Premises shall be made without the prior written consent of the Nye County School District, herein referred to as LANDLORD. This shall include fences, outbuildings, etc.
2. The Premises shall be used only for residential purposes. The said residence shall not be used for any type of business pursuits by said Tenant and/or his/hers dependents.
3. No spirituous, malt, brewed, or intoxicating liquors or substances shall be manufactured or sold on the premises, nor shall any professional practice, school, business, trade or manufacturing of any kind be carried on or conducted thereon.
4. No sign of any kind shall be displayed to the public view on the Premises.
5. No lot shall be used for any purpose, nor shall any activity be conducted or permitted thereon, which may endanger the health of adjoining or neighborhood Premises, nor shall anything be done therefore which may become or be an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept.
6. The Premises shall not be used as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept, except in clean and sanitary containers.
7. No unsightly object shall be allowed to be placed, stored or permitted to remain on the Premises.
8. All municipal and other governmental laws, ordinances, rules and regulations shall be strictly complied with at all times.
9. To ensure plumbing does not freeze, Tenant agrees to place the heat thermostat at a minimum of 55 degrees Fahrenheit if Tenant leaves the Premises for more than 12 hours between the months of October and April.
10. Tenant agrees to not lease or sublet the Premises to any individual or entity without the express written consent of the Nye County School District Superintendent. Any agreement to sublet the property made in contravention of this rule shall be null and void as a matter of law and the individual or individuals occupying the property shall be subject to immediate eviction.

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