IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

IN THE MATTER OF THE GUARDIANSHIP OF THE PERSONS: M.F.M. AND M.G.M., PROTECTED MINORS,

E.N.,
Appellant(s),

vs.

M.G.; AND J. C.-G.,
Respondent(s),

Case No: G-19-052440-M

Docket No: 82469

RECORD ON APPEAL
VOLUME
2

ATTORNEY FOR APPELLANT
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G-19-052440-M In the Matter of the Guardianship of Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

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G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister,
Protected Minor(s)

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G-19-052440-M **In the Matter of the Guardianship of: Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)**

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PATTERSON FAMILY SHIPPING

PERSONAL AND CHECK INFORMATION	
Erin Newport	
6500 Vegas Drive #1043	
Las Vegas, Nevada 89108	
Employ. #:	EN3656
Check #:	51232937
Soc Sec #:	XXX-XX-3656
Pay Period:	10/04/20 - 10/10/20
Check Date:	10/16/20

PAY DISTRIBUTION

Check Amounts: $872.09

DESCRIPTIONS	*THIS PERIOD ($)*	*YTD ($)*
Pay	1,050.00	43,640.63
Withholdings	0.00	0.00
Taxes	-177.91	-7,335.72
NET PAY	872.09	36,304.91

EARNINGS	*DESCRIPTIONS*	*UNITS*	*RATE*	*THIS PERIOD ($)*	*YTD UNITS*	*YTD ($)*
	Hourly	40.00	26.25	1,050.00	1662.50	43,640.63
	Overtime	00.00	0.00	0.00	0.00	0.00
	Commission	00.00	0.00	0.00	0.00	0.00
	Bonus	00.00	0.00	0.00	0.00	0.00
	Miles	00.00	0.00	0.00	0.00	0.00
	Tips	00.00	0.00	0.00	0.00	0.00
	Vacation	00.00	0.00	0.00	0.00	0.00
	EARNINGS	40.00		1,050.00	1662.50	**43,640.63**

WITHHOLDINGS	*DESCRIPTIONS*	*FILING STATUS*	*THIS PERIOD ($)*	*YTD ($)*
	Social Security		65.10	2,705.85
	Medicare		15.23	632.66
	Fed Income Tax	Single 2	97.58	3,997.21
	NV Income Tax	Single 2	0.00	0.00
	Local		0.00	0.00
	Other		0.00	0.00
	Other		0.00	0.00
	TOTAL		177.91	7,335.72

NET PAY	THIS PERIOD ($)	YTD ($)
	872.09	**36,304.91**

0035 1800-6235 PATTERSON FAMILY SHIPPING | 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169

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EARNINGS	*DESCRIPTIONS*	*UNITS*	*RATE*	*THIS PERIOD ($)*	*YTD UNITS*	*YTD ($)*
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	Commission	00.00	0.00	0.00	0.00	0.00
	Bonus	00.00	0.00	0.00	0.00	0.00
	Miles	00.00	0.00	0.00	0.00	0.00
	Tips	00.00	0.00	0.00	0.00	0.00
	Vacation	00.00	0.00	0.00	0.00	0.00
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Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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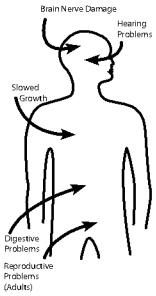
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft^2) and higher for floors, including carpeted floors
- 100 µg/ft^2 and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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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 Acknowledgement (*initial*)

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

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

Agent's Acknowledgement (*initial*)

(e) ET 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.

Lofts at 7100, 7100 Grand Montecito Pkwy #1074

Las Vegas

Apartment Name & unit number OR street address of dwelling — City

Erin Newport — 09/21/2020

Lessee (Resident) — Date — Lessee (Resident) — Date

Lessee (Resident) — Date — Lessee (Resident) — Date

Lessee (Resident) — Date — Lessee (Resident) — Date

Lofts at 7100

Lessor (Owner)

Elisa Tuft-Valdez

Agent

09/22/2020

Date

Blue Moon eSignature Services Document ID: 235861839

APARTMENT LEASE CONTRACT

NAA NATIONAL APARTMENT ASSOCIATION

Date of Lease Contract: September 21, 2020
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract):*

Erin Newport

and *us*, the owner: Lofts at 7100

(name of apartment community or title holder). You've agreed to rent Apartment No. 1074 at 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

Disclosure Notice: Name and address of the person or company authorized to manage the premises: _____

Name and address of the person or company authorized to receive service of process, demands, and notices: _____

Name of principal or corporate owner: _____

In case of emergency, the telephone number to contact is: _____

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract):*

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 22nd day of September, 2020 and ends at 11:59 pm the 21st day of September, 2021.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 1815.00, due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided 2 apartment key(s), 2 mailbox key(s), 1 FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $ 1565.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or
- ☒ at our online payment site, or
- ☒ at www.loftsat7100.com

Prorated rent of $ 469.50 is due for the remainder of *[check one]*: ☐ 1st month or ☐ 2nd month, on _____, _____. Otherwise, you must pay your rent on or before the first day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Upon your request, we will provide you with a signed receipt for all payments. If you don't pay all rent on or before the 2nd day of the month, you'll pay a late charge. Your late charge will be *(check one)*: ☐ a flat rate of $ _____ or ☒ 5 % of your total monthly rent payment. You'll also pay a charge of $ 25.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or local ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

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We ❑ require ❑ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ❑ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease form.

See special provisions on the last page

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of $ 500.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

(1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice); or
(2) move out without paying rent in full for the entire lease term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain–particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT. All property left in the apartment is (unless exempt under state statute) subject to disposal if found to be abandoned under Nevada law. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender, Abandonment, or Eviction. We, our agent, or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 50 - Deposit Return, Surrender, And Abandonment). Upon your request, you will be provided reasonable access to your property during the 5 days after an eviction lockout to retrieve essential personal effects (i.e., medication, baby formula, basic clothing and care items).

Storage. We or our agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for a period of thirty (30) days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing any property to you after your move-out.

Redemption. If we or our agent have removed and stored property as authorized by the state statute, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by cash, money order, or certified check. These redemption obligations do not apply to essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout.

Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, we or our agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. We or our agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by law. Notice will be mailed to you at your present address, and if that address is unknown, then at your last known address. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins you will be in default of this Lease Contract, unless rent is abated or your tenancy is terminated due to a delay in giving you possession. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges in accordance with State statute. Our rights and remedies under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident) apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If neither party gives proper written notice, as required by paragraph 3 (Lease Term), to terminate your tenancy at the end of the initial lease term, this Lease Contract will automatically continue month-to-month until either we or you give the other party proper written notice, as required by paragraph 3 (Lease Term), to non-renew or terminate your month-to-month tenancy. We have the right to increase the monthly rent due by giving you notice of the rent increase at least forty five (45) days in advance of the effective date of the increase. We have the right to adopt or modify rules or regulations concerning your use and occupancy of the premises in order to promote the convenience,

safety or welfare of us, you, or the other residents; or to preserve the property from abusive use; or to make a fair distribution of services and facilities held out for the residents generally by giving written notice to you thirty (30) days in advance of the effective date of the new rules and regulations. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay, except as otherwise provided by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate the Lease Contract as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't affect the habitability of the apartment or prevent you from occupying the apartment. If we have failed to deliver possession of the apartment to you as provided by law, you may terminate the Lease Contract by giving us at least five (5) day's written notice.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules upon thirty (30) day's written notice as stated in paragraph 15 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the resident's obligation to pay rent, utilities, or other charges.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited–except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and you have obtained all necessary local licensing and zoning approvals for your business. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraph 10 (Special Provision), paragraph 16 (Delay of Occupancy), paragraph 31 (Responsibilities of Owner) or paragraph 45 (Move-Out Notice), or as otherwise provided under Nevada law regarding our failure to maintain the apartment in habitable condition, failure to deliver possession of the apartment, or other proper reason provided by law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector or carbon monoxide detector to working condition. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

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Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions which materially affect the health or safety of ordinary persons or which render the apartment uninhabitable. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided it complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person on the premises with your consent.

27. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or as otherwise provided by law. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

28. WHEN WE MAY ENTER. Upon giving you any required notice, then we or our repairers, servicers, contractors, representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times during normal business hours upon giving you twenty four (24) hour advance written notice for the purposes listed in (2) below or as otherwise authorized by law. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies). We also have the right to enter your apartment without giving a 24 hour notice in case of an emergency.

(1) In addition to any notice required by law, we will attempt to provide you written notice of the entry by leaving a copy in a conspicuous place in the apartment immediately after the entry.

(2) We have the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detectors batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

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29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

(1) a reletting charge will not be due;
(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing or unless otherwise provided by law, the departing resident will remain liable for the remainder of the original lease term–even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER.
We'll act with customary diligence to:

(1) maintain fixtures, furniture, hot water, heating and A/C equipment;
(2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies understate statute. In addition to complying with any other requirements under state law:

(a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
(b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
(c) if we haven't completed the repair within the time provided by law, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the premises with your consent.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you a seven (7) day written notice as provided by Nevada law. Notice will be delivered to you as required by Nevada law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; unpaid past or future rent or other sums; or to continue with eviction proceedings as permitted by State statute.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; and (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from due date or such other interest rate as specified or allowed by Nevada law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING.
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

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37. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
C. All remedies are cumulative.
D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
E. This Lease Contract binds subsequent owners.
F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
I. All lease obligations must be performed in the county where the apartment is located.
J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

38. WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY.

39. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

40. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. NOTICE: NRS 202.470 MAINTAINING OR PERMITTING NUISANCE: PENALTY.

Every person who:

1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
3. Shall let, or permit to be used, any building or boat, 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.

You have the right to engage in the display of the US Flag.

42. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent–regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments, except as required by applicable law.

44. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22 - Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, we will have all remedies available under the Lease Contract and under applicable state law.

46. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or you are otherwise permitted to move as provided by Nevada law. An improper early move-out may result in reletting charges and default under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke

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and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges in the amount of $ 25.00 ; a charge (not to exceed $100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated paragraph 32 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) you have removed all or substantially all of your property; and (3) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) you have been absent from the apartment for at least fifteen (15) days; (2) you've been in default for non-payment of rent; and (3) you have not given us notice of your intent to be absent from the apartment during this period of time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Date form is filled out *(same as on top of page 1)*

09/21/2020

Resident or Residents *(all sign below)*

Erin Newport

Owner or Owner's Representative *(signing on behalf of owner)*

Elisa Tuft-Valdez

Address and phone number of owner's representative for notice purposes

7100 Grand Montecito Pkwy

Las Vegas, NV 89149
(702)685-5550

Name and address of locator service *(if applicable)*

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

Blue Moon eSignature Services Document ID: 235861839

APARTMENT LEASE CONTRACT
FOR STRUCTURES WITH FOUR UNITS OR LESS

NAA NATIONAL APARTMENT ASSOCIATION

There are rebuttable presumptions in NRS 205.0813 and 205.0817 that the tenant does not have lawful occupancy of the dwelling unless the agreement: Is notarized or is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; and Includes the current address and telephone number of the landlord or his or her authorized representative.

The agreement is valid and enforceable against the landlord and the tenant regardless of whether the agreement: Is notarized or is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; or) Includes the current address and telephone number of the landlord or his or her authorized representative.

Date of Lease Contract: September 21, 2020
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract):*

Erin Newport

and *us*, the owner: Lofts at 7100

(name of apartment community or title holder). You've agreed to rent Apartment No. 1074 at 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

Disclosure Notice: Name and address of the person or company authorized to manage the premises: _____

Name and address of the person or company authorized to recieve service of process, demands, and notices: _____

Name of principal or corporate owner: _____

In case of emergency, the telephone number to contact is: _____

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract):*

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 22nd day of September, 2020 and ends at 11:59 pm the 21st day of September, 2021.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 1815.00, due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided 2 apartment key(s), 2 mailbox key(s), 1 FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $ 1565.00 per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or
☒ at our online payment site, or
☒ at www.loftsat7100.com

Prorated rent of $ 469.50 is due for the remainder of *[check one]*: ❑ 1st month or ❑ 2nd month, on _____, _____. Otherwise, you must pay your rent on or before the first day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Upon your request, we will provide you with a signed receipt for all payments. If you don't pay all rent on or before the 2nd day of the month, you'll pay a late charge. Your late charge will be *(check one)*: ❑ a flat rate of $ _____ or ☒ 5 % of your total monthly rent payment. You'll also pay a charge of $ 25.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:
❑ water ❑ gas ❑ electricity ❑ master antenna
❑ wastewater ❑ trash ❑ cable TV
❑ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever

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interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or local ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

   In addition, we urge all tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

   We ❑ require ❑ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

   Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ❑ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

   You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

   Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease form.

    See special provisions on the last page

    See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of $ 500.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

    (1) fail to give written move-out notice as required in paragraph paragraph 45 (Move-Out Notice); or
    (2) move out without paying rent in full for the entire lease term or renewal period; or
    (3) move out at our demand because of your default; or
    (4) are judicially evicted.

    The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

    Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain–particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT. All property left in the apartment is (unless exempt under state statute) subject to disposal if found to be abandoned under Nevada law.** For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

    Removal After Surrender, Abandonment, or Eviction. We, our agent, or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 50 - Deposit Return, Surrender, And Abandonment). Upon your request, you will be provided reasonable access to your property during the 5 days after an eviction lockout to retrieve essential personal effects (i.e., medication, baby formula, basic clothing and care items).

    Storage. We or our agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for a period of thirty (30) days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing any property to you after your move-out.

    Redemption. If we or our agent have removed and stored property as authorized by the state statute, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by cash, money order, or certified check. These redemption obligations do not apply to essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout.

    Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, we or our agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. We or our agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by law. Notice will be mailed to you at your present address, and if that address is unknown, then at your last known address. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins you will be in default of this Lease Contract, unless rent is abated or your tenancy is terminated due to a delay in giving you possession. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges in accordance with State statute. Our rights and remedies under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident) apply to acceleration under this paragraph.

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15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If neither party gives proper written notice, as required by paragraph 3 (Lease Term), to terminate your tenancy at the end of the initial lease term, this Lease Contract will automatically continue month-to-month until either we or you give the other party proper written notice, as required by paragraph 3 (Lease Term), to non-renew or terminate your month-to-month tenancy. We have the right to increase the monthly rent due by giving you notice of the rent increase at least forty five (45) days in advance of the effective date of the increase. We have the right to adopt or modify rules or regulations concerning your use and occupancy of the premises in order to promote the convenience, safety or welfare of us, you, or the other residents; or to preserve the property from abusive use; or to make a fair distribution of services and facilities held out for the residents generally by giving written notice to you thirty (30) days in advance of the effective date of the new rules and regulations. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay, except as otherwise provided by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate the Lease Contract as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't affect the habitability of the apartment or prevent you from occupying the apartment. If we have failed to deliver possession of the apartment to you as provided by law, you may terminate the Lease Contract by giving us at least five (5) day's written notice.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules upon thirty (30) day's written notice as stated in paragraph 15 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the resident's obligation to pay rent, utilities, or other charges.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited–except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and you have obtained all necessary local licensing and zoning approvals for your business. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraph 10 (Special Provisions), paragraph 16 (Delay of Occupancy), paragraph 31 (Responsibilities of Owner) or paragraph 45 (Move-Out Notice), or as otherwise provided under Nevada law regarding our failure to maintain the apartment in habitable condition, failure to deliver possession of the apartment, or other proper reason provided by law, you won't be released from this Lease Contract for any reason–including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

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Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector to working condition. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions which materially affect the health or safety of ordinary persons or which render the apartment uninhabitable. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided it complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person on the premises with your consent.

27. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or as otherwise provided by law. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

28. WHEN WE MAY ENTER. Upon giving you any required notice, then we or our repairers, servicers, contractors, representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times during normal business hours upon giving you twenty four (24) hour advance written notice for the purposes listed in (2) below or as otherwise authorized by law. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies). We also have the right to enter your apartment without giving a 24 hour notice in case of an emergency.

(1) In addition to any notice required by law, we will attempt to provide you written notice of the entry by leaving a copy in a conspicuous place in the apartment immediately after the entry.

(2) We have the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detectors batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

(1) a reletting charge will not be due;
(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing or unless otherwise provided by law, the departing resident will remain liable for the remainder of the original lease term–even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER.
We'll act with customary diligence to:

(1) maintain fixtures, furniture, hot water, heating and A/C equipment;
(2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies understate statute. In addition to complying with any other requirements under state law:

(a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
(b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
(c) if we haven't completed the repair within the time provided by law, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the premises with your consent.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you a seven (7) day written notice as provided by Nevada law. Notice will be delivered to you as required by Nevada law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; unpaid past or future rent or other sums; or to continue with eviction proceedings as permitted by State statute.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; and (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from due date or such other interest rate as specified or allowed by Nevada law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

37. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
C. All remedies are cumulative.
D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
E. This Lease Contract binds subsequent owners.
F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
I. All lease obligations must be performed in the county where the apartment is located.
J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

38. WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY.

39. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

40. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Terms), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. NOTICE: NRS 202.470 MAINTAINING OR PERMITTING NUISANCE: PENALTY.

Every person who:

1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
3. Shall let, or permit to be used, any building or boat, 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.

You have the right to engage in the display of the US Flag.

42. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent–regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments, except as required by applicable law.

44. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22 - Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, we will have all remedies available under the Lease Contract and under applicable state law.

46. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or you are otherwise permitted to move as provided by Nevada law. An improper early move-out may result in reletting charges and default under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

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49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges in the amount of $ 25.00 ; a charge (not to exceed $100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated paragraph 32 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) you have removed all or substantially all of your property; and (3) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) you have been absent from the apartment for at least fifteen (15) days; (2) you've been in default for non-payment of rent; and (3) you have not given us notice of your intent to be absent from the apartment during this period of time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Date form is filled out *(same as on top of page 1)*

09/21/2020

Resident or Residents *(all sign below)*

Erin Newport

Owner or Owner's Representative *(signing on behalf of owner)*

Elisa Tuft-Valdez

Address and phone number of owner's representative for notice purposes

7100 Grand Montecito Pkwy

Las Vegas, NV 89149
(702) 685-5550

Name and address of locator service *(if applicable)*

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

STUDENT HOUSING LEASE CONTRACT

Date of Lease Contract: September 21, 2020
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between *you*, the resident: Erin Newport

and *us*, the owner: Lofts at 7100

(name of apartment community or title holder). The terms "you" and "your" refer to the resident listed above, and a person authorized to act on behalf of a resident in the event of that resident's death or incapacity. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

Disclosure Notice: Name and address of the person or company authorized to manage the premises: _____

Name and address of the person or company authorized to receive service of process, demands, and notices: _____

Name of principal or corporate owner: _____

In case of emergency, the telephone number to contact is: _____

2. APARTMENT. You've agreed to rent a bedroom in the Apartment referenced below for use as a private residence only. The Apartment is located at 7100 Grand Montecito Pkwy

(street address), in Las Vegas *(city)*, Nevada, 89149 *(zip code)*, ❑ Apartment Number 1074, or, ❑ an Apartment (at the address referenced above)to be assigned by us in the future (the "Apartment" or the "premises"). Your assigned floorplan will be _____

Your bedroom and other exclusive use areas are described in paragraph 12 (Allocations and Exclusive Use Areas).

Exclusive Use Areas and Joint Use Areas. We ❑ may or ❑ may not *(check one)* assign another person to share a bedroom with you.Each Resident will have Exclusive Use Areas in the Apartment, described in paragraph 12 (Allocations and Exclusive Use Areas). Any patios or balconies accessed only through an Exclusive Use Area are considered part of the Exclusive Use Area. All areas that are not identified as Exclusive Use areas (e.g. the Apartment mailbox, living room, hallways, kitchen, bathroom(s) not identified as Exclusive Use Areas, and patios or balconies not accessed solely through an Exclusive Use Area) will be "Joint Use Areas", shared with the other co-residents.

Assignments. If an Apartment, bedroom, bathroom, or parking space is not identified in this Lease, we will advise you of your assignment at or before move-in.

Relocation. To the extent practical and in our sole judgment, we will try to honor requests for residing in a particular bedroom or Apartment.

Resident's Request to Relocate. You may change bedrooms with another resident in your Apartment if: (1) within _____ days after your initial occupancy, we receive a joint request from you and another resident in your Apartment to exchange bedrooms (and all residents in both bedrooms approve the request); and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your Apartment, and we approve your request, you must complete the required documentation and pay a transfer fee of $ _____ before we complete the actual transfer. A transfer to a bedroom or an Apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee.

Owner's Discretion to Relocate. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

3. CO-RESIDENTS AND OCCUPANTS. The bedroom will be occupied by you and *(list all other co-residents not signing this Lease Contract)*: _____

The bedroom may also be occupied by the following occupant(s) not signing a Lease Contract: _____

Other than a co-resident we assign, or an authorized occupant, no one else may occupy the bedroom. Other than authorized co-residents or authorized occupants, no one else may occupy the Apartment. Unauthorized persons must not stay for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

Guests. You are responsible for the conduct of your guests, invitees, family members, and any other person that you allow to enter the property or Apartment, as if such conduct were your own. In the event that any such person acts in a manner which violates the Lease, such conduct shall also constitute a violation of the Lease by you. In the event of a disturbance in the Apartment, all occupants of the Apartment may be deemed by us to be responsible for such a Lease violation regardless of whether we are able to establish that such disturbance was caused by the guest of any specific occupant(s). You are responsible for ensuring that any such violation does not occur at any time. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

Disclaimer. You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-residing in the Apartment and Bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-resident. As you will not be responsible for the financial obligations of any co-resident, you understand that we are under no obligation to perform any screening of co-residents for any credit, prior tenant history, criminal background, or otherwise. In the event that any issues or disputes arise between you and any co-resident(s), it will be your responsibility to resolve such issues directly with the other co-resident(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-resident constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-resident from the Apartment. While we will endeavor to transfer residents

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as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

Boarding House. In no event shall the Apartment be deemed a boarding or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

4. **LEASE TERM.** The initial term of the Lease Contract begins on the 22nd day of September, 2020, and ends at noon the 21st day of September, 2021. This Lease Contract does not automatically renew. You must give at least 60 days written notice of termination or intent to move out prior to the Lease Contract ending date.

Renewal. Prior to the expiration of this Lease Contract, you may be given an opportunity to sign a new Lease Contract or renewal Lease Contract and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

5. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 1815.00, due on or before the date this Lease Contract is signed. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Resident's obligation under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract.

Security Deposit Deductions. If all Residents perform every obligation under the Lease, each Resident will receive a full refund of the Security Deposit paid by him or her. However, if each and every obligation under the Lease is not performed, deductions will be made from the Security Deposit. If we attribute a default under the Lease to a specific Resident (e.g. one Resident doesn't pay his/her proportionate share of the rent, or one Resident incurs a late charge, or we determine (in our sole discretion) that damage was caused by a single Resident), then the Resident responsible for that default will be financially responsible for that default, and we may make deductions from that Resident's proportionate share of the Security Deposit. If we do not attribute a default under the Lease to a specific Resident (e.g. damage to Joint Use Areas, or Apartment cleaning charges after the Residents vacate), we may deduct these charges from all Residents' Security Deposits, in the same proportion as each Resident's proportionate share for other shared obligations, described in paragraph 12 (Allocations and Exclusive Use Areas). We will attempt (in our sole discretion) to fairly allocate responsibility among Residents. However, in any dispute between you and us regarding allocation, our decision will be binding to determine allocation of responsibility as between you and us. Our decision will not be binding between Residents, and if a Resident disagrees with our allocation, Residents may pursue claims between the Residents.

Security Deposit; Other Charges. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 17 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 10 (Rent and Charges) and paragraph 31 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges in the amount of $ 25.00; a charge (not to exceed $100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 8 (Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated paragraph 37 (Default by Resident); and (3) a reletting fee if you have violated paragraph 14 (Special Provisions).

6. **INDIVIDUAL LIABILITY FOR LATE CHARGES AND DAMAGES.** You are individually responsible and liable for late fees on your share of Rent, other obligations, and damage to the Apartment which we determine (in our sole discretion) was caused by you. You are not responsible or liable for any of your co-resident's obligations as to their bedrooms and their rent payable to us.

7. **JOINT AND SEVERAL (FULL) RESPONSIBILITY FOR OTHER AMOUNTS DUE.** Each resident of an Apartment is jointly and severally liable with the other co-residents of the Apartment for all Lease Obligations relating to Joint Use Areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease, will be joint and several (meaning that the Residents will each be fully responsible for 100% of these amounts).

8. **KEYS.** You will be provided _____ bedroom key(s), 2 apartment key(s), 2 mailbox key(s), 1 FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

9. **FURNISHINGS.** Your apartment will be *[check one]*: ❑ furnished or ☒ unfurnished. If the apartment is furnished, the furnishings and condition of the furnishings are provided in a separate attachment. If the Apartment is furnished, the Apartment will also include all appliances, furniture and fixtures that we provide to you in your Exclusive Use and Joint Use areas ("Personal Property"). ❑ If checked, the appliances and furniture are described in the Inventory/Move-In Move-Out form.

10. **RENT AND CHARGES.** *[Check one]*:

❑ You will pay $ 1565.00 per month for rent, in advance and without demand. Prorated rent of $ 469.50 is due for the remainder of *[check one]*: ❑ 1st month or ❑ 2nd month, on _____, _____ *(year)*; OR

❑ Your total rent for the Lease Contract term is $ _____. It is payable in advance, without demand, in _____ (number of installments) installments of $ _____. The first installment is due on _____, _____ *(year)*. All remaining installments will be due on or before the first day of each month beginning _____, _____ *(year)*.

You will pay your rent at:
☒ at the on-site manager's office
☒ through our online payment site
☒ at www.loftsat7100.com

The stated rent amount is owed by you and is not the total rent owed by all co-residents. You must pay your monthly rent or installment on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 2nd day of the month, you'll pay a late charge. Your late charge will be *(check one)*: ❑ a flat rate of $ _____ or ☒ 5 % of your total monthly rent payment. You'll also pay a charge of $ 25.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

11. **UTILITIES.** We'll pay for the following items, if checked:
❑ water ❑ gas ❑ electricity ❑ master antenna
❑ wastewater ❑ trash ❑ cable TV
❑ other _____

If the Lease specifies that some utilities are billed directly to you by the utility provider, Apartment residents may decide among themselves whether to put the utilities in the names of one Resident or all Residents.

For utilities that are billed to us by the utility provider, and which we provide and bill to you *(check one)*:

❑ each Resident is responsible only for that Resident's proportionate share ❑ all Residents are jointly and severally (fully) responsible for the full cost of these utilities.

Your per-person share of any submetered or allocated utilities for the apartment will be included as an itemized charge on a monthly billing to you. "Per person" is determined by the number of co-residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent.

12. ALLOCATIONS AND EXCLUSIVE USE AREAS.

Resident Name	Exclusive Use Areas	Proportionate Share of Monthly Rent	Proportionate Share for Other Obligations	Proportionate Share of Security Deposit
Erin Newport	**Bedroom** ❑ Bedroom #_____ ❑ A bedroom to be assigned by us in the future **Bathroom** ❑ Bathroom #_____ ❑ A bathroom to be assigned by us in the future **Parking Space** ❑ Parking space(s) #_____ #_____ #_____ ❑ A parking space to be assigned by us in the future **Other** ❑ _____ (add a description of any other Exclusive Use Area)	$ 1565.00	_____%	$_____

13. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ❑ require ❑ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ❑ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Special Provisions and "What If" Clauses

14. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

15. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of $ 500.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

(1) fail to give written move-out notice as required in paragraph 50 (Move-Out Notice); or
(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain-particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

16. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for-and you must pay for-repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

17. PROPERTY LEFT IN APARTMENT. All property left in the apartment is (unless exempt under state statute) subject to disposal if found to be abandoned under Nevada law. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal after Surrender, Abandonment, or Eviction. We, our agent, or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 54 - Deposit Return, Surrender, and Abandonment).

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Upon your request, you will be provided reasonable access to your property during the 5 days after an eviction lockout to retrieve essential personal effects (i.e., medication, baby formula, basic clothing and care items).

Storage. We or our agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for a period of thirty (30) days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing any property to you after your move-out.

Redemption. If we or our agent have removed and stored property as authorized by the state statute, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by cash, money order, or certified check. These redemption obligations do not apply to essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout.

Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, we or our agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. We or our agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by law. Notice will be mailed to you at your present address, and if that address is unknown, then at your last known address. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

18. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins you will be in default of this Lease Contract, unless rent is abated or your tenancy is terminated due to a delay in giving you possession. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges in accordance with State statute. Our rights and remedies under paragraph 15 (Early Move-Out) and paragraph 50 (Move-Out Notice) apply to acceleration under this paragraph.

19. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 14 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 22 (Community Polices or Rules). If neither party gives proper written notice, as required by paragraph 4 (Lease Term), to terminate your tenancy at the end of the initial lease term, this Lease Contract will automatically continue month-to-month until either we or you give the other party proper written notice, as required by paragraph 4 (Lease Term), to non-renew or terminate your month-to-month tenancy. We have the right to increase the monthly rent due by giving you notice of the rent increase at least forty five (45) days in advance of the effective date of the increase. We have the right to adopt or modify rules or regulations concerning your use and occupancy of the premises in order to promote the convenience, safety or welfare of us, you, or the other tenants; or to preserve the property from abusive use; or to make a fair distribution of services and facilities held out for the tenants generally by giving written notice to you thirty (30) days in advance of the effective date of the new rules and regulations. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 50 (Move-Out Notice).

20. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay, except as otherwise provided by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate the Lease Contract as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't affect the habitability of the apartment or prevent you from occupying the apartment. If we have failed to deliver possession of the apartment to you as provided by law, you may terminate the Lease Contract by giving us at least five (5) day's written notice.

21. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

22. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules upon thirty (30) day's written notice as stated in paragraph 19 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the tenant's obligation to pay rent, utilities, or other charges.

23. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited-except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and you have obtained all necessary local licensing and zoning approvals for your business. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

24. **PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

25. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or

(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

26. **RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under the provisions herein or pursuant to applicable Nevada statute, you won't be released from this Lease Contract for any reason,—including, but not limited to, your voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents (provided they are not listed specifically on your Lease Contract as co-tenant), loss of employment, bad health, death or property purchase.

27. **MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

28. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector or carbon monoxide detector to working condition. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control devices or security measures can eliminate all crime and that you will not rely upon any provided access control devices or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

29. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions which materially affect the health or safety of ordinary persons or which render the apartment uninhabitable. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided it complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

30. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person on the premises with your consent.

31. **ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general

security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or as otherwise provided by law. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

32. WHEN WE MAY ENTER. If you or any co-resident or occupant is present, and consents to entry, then repairers, servicers, contractors, representatives or other persons listed below may peacefully enter the bedroom or apartment for the purposes indicated in (2). At all other times, we may peacefully enter your bedroom or apartment upon giving you twenty four (24) hour advance written notice for entry during reasonable times during normal business hours. If you or a co-resident or occupant is not present to provide access at the expiration of the twenty four (24) hour notice, then our entry may be made peacefully by duplicate or master key (or by breaking a window or other means when necessary). We have the right to enter your apartment without giving any notice in case of an emergency.

(1) When possible, written notice of any entry for the purposes indicated in (2) will be left in a conspicuous place in the apartment immediately after the entry.

(2) We have the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detectors batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

33. NOTICES. From you: Notices and written requests from you or any co-resident or occupant of the apartment shall be construed as constituting notice from all co-residents of the apartment unless you specifically indicate to the contrary or such joint notice is not feasible under the circumstances. Notice of tenancy termination or intent to move out is an independent notice required by each individual resident. You must sign your Notice of Lease Contract Termination before providing.

From Us: A notice from us that is intended only for you will be addressed only to you (eg. a notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care). A notice intended by us for all co-residents in your apartment may be address to "all residents" of your apartment (eg. 24 Hour Notice of Entry). A notice intended by us for all residents in the apartment community may be addressed to "all residents" of the community (eg. annual inspections or events).

34. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 54 (Deposit Return, Surrender, and Abandonment).

Replacements

35. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

(1) a reletting charge will not be due;
(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing or unless otherwise provided by law, the departing resident will remain liable for the remainder of the original lease term-even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

36. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

(1) maintain fixtures, furniture, hot water, heating and A/C equipment;
(2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies under state statute. In addition to complying with any other requirements under state law:

(a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
(b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
(c) if we haven't completed the repair within the time provided by law, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

37. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 24 (Prohibited Conduct); or (8) you or any occupant in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the premises with your consent.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you a seven (7) day written notice as provided by Nevada law. Notice will be delivered to you as required by Nevada law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; unpaid past or future rent or other sums; or to continue with eviction proceedings as permitted by State statute.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; and (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises.

Landlord Remedies. If any Resident fails to pay amounts due under this Lease, or otherwise breaches the Lease, we (at our option), may choose to terminate the tenancy of any or all Residents. If only one Resident has breached the Lease, and if we elect to terminate the tenancy of only the breaching Resident, the remaining residents agree to cooperate with us in terminating the tenancy of the breaching Resident. If we are able to locate a replacement Resident, the remaining Residents agree to cooperate with us in placing a replacement Resident in the Apartment, and will execute a Lease amendment to add the replacement Resident as a party to the Lease.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 14 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from due date or such other interest rate as specified or allowed by Nevada law.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 15 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

38. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

39. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

40. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances.

41. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

42. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
C. All remedies are cumulative.
D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
E. This Lease Contract binds subsequent owners.
F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
I. All lease obligations must be performed in the county where the apartment is located.
J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

43. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

44. WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY.

45. OBLIGATION TO VACATE. If we provide you with a notice to vacate, you shall vacate the Premises and remove all of your personal property therefrom at the expiration of the lease term without further notice or demand from us.

46. NOTICE: NRS 202.470 MAINTAINING OR PERMITTING NUISANCE: PENALTY.

Every person who:

1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
3. Shall let, or permit to be used, any building or boat, 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.

You have the right to engage in the display of the US Flag.

47. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

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48. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 17 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent-regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments, except as required by applicable law.

49. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

50. MOVE-OUT NOTICE. If you move out prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 4 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 26 - Release of Resident) except if you are able to terminate the Lease Contract under paragraph 15 (Early Move-Out), paragraph 26 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 4 (Lease Term), even if you move by the last date in the lease term, you will be responsible for *(check one)* ❑ _____ additional month(s) of rent or ❑ _____ additional installment payment(s). If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for *(check one)* ❑ _____ additional month(s) of rent or ❑ _____ additional installment payment(s).

51. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or you are otherwise permitted to move as provided by Nevada law. An improper early move-out may result in reletting charges and default under paragraph 14 (Special Provisions)and paragraph 37 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guest, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

52. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

53. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

54. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after the termination of your tenancy, surrender or abandonment, unless statues provide otherwise.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) you have removed all or substantially all of your property; and (3) all apartment keys and access devices listed in paragraph 8 (Keys) have been turned in where rent is paid.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) you have been absent from the premises for at least fifteen (15) days; (2) you've been in default for non-payment of rent; and (3) you have not given us notice of your intent to be absent from the apartment during this period of time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 17 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 37 - Default by Resident).

Severability, Originals and Attachments, and Signatures

55. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

56. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Date form is filled out *(same as on top of page 1)*

09/21/2020

You are legally bound by this document.
Read it carefully before signing.

Resident *(sign below)*

Erin Newport

Owner or Owner's Representative *(signing on behalf of owner)*

Elisa Tuft-Valdez

Address and phone number of owner's representative for notice purposes

7100 Grand Montecito Pkwy

Las Vegas, NV 89149
(702)685-5550

Name and address of locator service *(if applicable)*

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SPECIAL PROVISIONS (CONTINUED FROM PAGE 3)

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: September 21, 2020

Owner's Name: Lofts at 7100

Residents *(list all residents)*: Erin Newport

The Office does not accept packages.

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**
Erin Newport	09/21/2020

Owner or Owner's Representative	**Date of Signing Addendum**
Elisa Tuft-Valdez	09/22/2020

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ANIMAL ADDENDUM

Becomes part of Lease Contract

NAA NATIONAL APARTMENT ASSOCIATION

Date: September 21, 2020
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.**
Apt. No. 1074, 7100 Grand Montecito Pkwy _____ *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. ❑ **NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ❑ **CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. **ANIMAL DEPOSIT.** An animal deposit of $ _____ will be charged. We *[check one]* ❑ will consider, or ❑ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]* ❑ *does*, or ❑ *does not include* this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by $ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract *[check one]* ❑ includes ❑ does not include this additional animal rent.

6. **ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of $ _____ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

1) No animals are permitted without the prior written consent of the Owner and/or Owner's representative. Any such consent may be revoked at an y time. 3) Breed Restriction: Pit Bulls, Rottweiler's, Press Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, St. Bernards, Great Danes, Akitas, Terriers (Staffordshire), American Bull Dog, Karelian Bear Dog or any hybrid or mixed breed of one of the aforementioned breeds. No poisonous or exotic animals. No aquariums in excess of 15 gallons. Service/Companion animals may not be subject to this list. 4) $35 fine for failure to pick up animal waste

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10. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time upon thirty (30) days written notice if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the prevailing party to the extent allowed by law.

14. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal as provided above in the case of an emergency or as otherwise provided by law. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal; or
- violated our animal rules.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within the time provided by law, it will be considered abandoned.

16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
Erin Newport	Elisa Tuft-Valdez

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UTILITY ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated September 21, 2020 between Lofts at 7100

("We" and/or "we" and/or "us") and Erin Newport

"You" and/or "you") of Apt. No. 1074 located at 7100 Grand Montecito Pkwy

(street address) in Las Vegas, NV 89149

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☒ 3rd party billing company if applicable Conservice

b) **Sewer** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☒ 3rd party billing company if applicable Conservice

c) **Gas** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

d) **Trash** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☒ 3rd party billing company if applicable Conservice

e) **Electric** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

f) **Stormwater** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

g) **Cable TV** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

i) **Internet** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

j) **Pest Control** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

k) (Other) Common Area Maintenance Fee service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☒ 3rd party billing company if applicable Conservice

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l) (Other) _____ service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ **If flat rate is selected, the current flat rate is $** _____ per month.
  - ❑ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY
"1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
"7" - Allocation based on square footage of your dwelling unit
"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"9" - Allocation based on the number of bedrooms in your dwelling unit
"10"- Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 1 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly **administrative, late or final bill fees, you shall pay such fees as indicated below.**

New Account Fee:	$ 25.00	(not to exceed $ 30.00)
Monthly Administrative Billing Fee:	$ 4.50	(not to exceed $ 6.00)
Late Fee:	$ 25.00	(not to exceed $ _____)
Final Bill Fee:	$ 10.00	(not to exceed $ 15.00)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of $ 50.00.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are **accepted by the Owner, they will be allocated first to non-rent charges and to rent last.**

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities. In the event additional services or utilities are requested by you during the lease term, the parties agree to amend this addendum as needed so as to include such additional service or utilities within the Lease.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting **the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall** control.

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12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

1) Formula "10" as noted above will be allocated evenly amongst each occupied unit during the billing period. 2) Per Section 5, a final utility bill will be issued at move out where applicable. This bill will be included on the Final Account Statement at the time of move out. 3) Resident(s) acknowledge that Owner has no control over the quality of water provided by local/regional water utility providers and their sources.

Resident Signature Erin Newport Date 09/21/2020

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Management Elisa Tuft-Valdez Date 09/22/2020

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Nevada/National Apartment Association Official Form, January 2019.

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BED BUG ADDENDUM

Date: September 21, 2020
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **DWELLING UNIT DESCRIPTION.**
   Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
   Lease Contract Date: September 21, 2020
   Owner's name: Lofts at 7100

   Residents *(list all residents)*:
   Erin Newport

   This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we are relying on your representations to us in this Addendum.

4. **INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

   - YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

   OR

   - YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

   You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

   If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
   - of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
   - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
   - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

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9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **DWELLING UNIT DESCRIPTION.**
   Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
   Lease Contract Date: September 21, 2020
   Owner's name: Lofts at 7100

   Residents *(list all residents)*:
   Erin Newport

   This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

   Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
   - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
   - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
   - Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
   - Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
   - Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
   - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
   - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
   - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
   - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
   - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
   - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-POROUS* SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

   Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

   If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Erin Newport

Owner or Owner's Representative
(Signs here)

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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LEASE CONTRACT ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS

NAA NATIONAL APARTMENT ASSOCIATION

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

4. **ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

5. **FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

6. **GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional. Should you become ineligible for participation in this government regulated affordable housing program for any reason and at any time, your ineligibility will be considered a substantial violation of the Lease Contract and you can be evicted.

7. **NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, however, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving and storage before releasing any property to you after your move out.

8. **STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

9. **ELIMINATION OF JURY WAIVER.** Any provision in the lease that waives a trial by jury is hereby deleted and unenforceable.

10. **CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

11. **PETS.** To the extent that you occupy your dwelling under the LIHTC program, you are permitted to keep one or more pets within the dwelling. For purposes of this section, "pets" includes any domesticated bird, cat, dog or aquatic animal or other animal kept for pleasure and not commercial use. You remain subject to, and must comply with, the Owner's pet policies, including, but not limited to, noise and sanitation standards, registration, vaccination and licensing requirements, leash and restraint rules, and excrement removal. You remain responsible for violations of the Owner's pet policies.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident(s)	**Date of Signing Addendum**
Erin Newport	09/21/2020

Owner's Representative	**Date of Signing Addendum**
Elisa Tuft-Valdez	09/22/2020

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ASBESTOS ADDENDUM

Date: September 21, 2020
(when this Addendum is filled out)

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**
Erin Newport	09/21/2020

Owner or Owner's Representative	**Date of Signing Addendum**
Elisa Tuft-Valdez	09/22/2020

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LEASE CONTRACT BUY-OUT AGREEMENT

NAA NATIONAL APARTMENT ASSOCIATION

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

3. **PURPOSE OF AGREEMENT.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*
   (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☐ must be the last day of a month or ☒ may be during a month;
   (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
   (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
   (d) you are not in default under the Lease Contract on the new termination date (move-out date);
   (e) you move out on or before the new termination date and do not hold over;
   (f) you pay us a buy-out fee (consideration) of $3130.00;
   (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
   (h) you comply with any special provisions in paragraph 9 below.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $ _____ and is due and payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out *(check one)* ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident(s) will be liable to owner for a Reletting Charge of $500 if Resident(s): a) fail to give written move out notice as required by this Agreement b) move out without paying rent in full for the entire lease term or renewal period c) move out at Owner's demand because of Resident(s) default; or d) are judicially evicted. The Reletting Charge is not a cancellation fee and does not release Resident(s) from obligations under this Agreement.

Resident or Residents
[All residents must sign]

Erin Newport

Owner or Owner's Representative
[signs below]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in
Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install _____ satellite dish (es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, front or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not be enlarged to accommodate the cable); (3) connecting cable "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract you must pay for any damages and for the cost of repairs, repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.
The insurance coverage must be $_____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

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11. SECURITY DEPOSIT. An additional security deposit of $ _____ will be charged. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

_____

Resident or Residents
[All residents must sign here]

Erin Newport

Owner or Owner's Representative
[signs here]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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Blue Moon eSignature Services Document ID: 235861839

LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas
(city), Nevada, 89149 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date September 21, 2020
Owner's name Lofts at 7100

Residents *(list all residents)*
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: *(check as applicable)*
- ☐ garage or carport attached to the dwelling;
- ☐ garage space number(s) _____;
- ☐ carport space number(s) _____; and/or
- ☐ storage unit number(s) _____.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. SECURITY DEPOSIT. An additional security deposit of $ _____ will be charged for the checked areas above. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by $ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract *(check one)* ☐ includes ☐ does not include this additional rent.

6. USE RESTRICTIONS. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

7. NO DANGEROUS ITEMS. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, with out prior notice, items that we believe may constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle in a garage unless the garage door is open to allow fume escape.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished, you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our written consent.

10. SECURITY. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed doorlocks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY. You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. COMPLIANCE. As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks in walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. MOVE-OUT AND REMEDIES. Any items remaining after you have vacated the dwelling will be removed, sold, otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

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15. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
[All residents must sign here]

Erin Newport

Owner or Owner's Representative
[signs here]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Lofts at 7100

Resident(s): Erin Newport

Unit No:/Address: #1074, 7100 Grand Montecito Pkwy, Las Vegas, NV 89149

Lease Date: 09/21/2020

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time in accordance with State statute.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

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IV. PACKAGE RELEASE. This Community ☐ **DOES;** ☒ **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only ____1____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, the Parking Addendum or the Community Rules, in the sole judgment of Management, will be towed at vehicle owner's expense and in accordance with the notice requirements contained in applicable statute.
- Notwithstanding this, any vehicle parked in a space reserved for another resident and clearly marked as such, illegally parked in a fire lane, handicapped space, or otherwise posing an imminent threat of causing a substantial adverse effect on the health, safety or welfare of other residents, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ____10____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

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X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

1) Persons 18 years of age and younger should not use pool without an adult present. 2) Guests must be limited to (2) per Leased Premises. Resident(s) must accompany their guest(s) at all times while in the pool/spa area. 3) Noise: Residents, household members and guest(s) shall not make or allow to be made any disturbing noises upon the Lease Premises. Quiet Hours are between 10pm and 7am.

I have read, understand and agree to comply with the preceding provisions.

Erin Newport	09/21/2020		
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Elisa Tuft-Valdez		09/22/2020	
Owner Representative		Date	

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SURETY BOND ADDENDUM

Becomes part of Lease Contract

Date: September 21, 2020
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

Resident or Residents
(All residents must sign here)

Erin Newport

Owner or Owner's Representative
(signs here)

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

[Check all that apply]

- ❑ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of $ _____.This Concession will be credited to your rent due for the month(s) of: _____.
- ❑ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of $ _____ per month off of the suggested rental rate for your dwelling.
- ❑ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:
- ❑ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

4. CONCESSION CANCELLATION AND CHARGE-BACK. The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all *[Check all that apply]*

- ❑ Concessions
- ❑ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT. The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Resident or Residents
[All residents must sign here]

Erin Newport

Owner or Owner's Representative
[signs here]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than $ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. **REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $ _____, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Nevada. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. **YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.
Insurance Company: _____

8. **DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. **MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. **SPECIAL PROVISIONS:**
Proof of Renter's Insurance is to be provided prior to move-in. You agree to maintain Renter's Insurance throughout the term of this Lease Agreement with a minimum of $100,000 covering property damage and liability, to notify us within 30 days of cancellation. Lofts at 7100 must be listed as an "Additional Interested Party" or "Additional Certificate Holder" to: Avant P.O. BOX 115009 Carrolton, TX 75011-5009. Liability Insurance DOES NOT protect personal property or belongings. No insurance is provided by Owner for Resident(s) personal property or additional living expense.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents *[All residents must sign here]*	**Owner or Owner's Representative** *[signs here]*
Erin Newport	Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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Blue Moon eSignature Services Document ID: 235861839

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

☐ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a $ _____ non-refundable fee.

☒ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a $ _____ non-refundable fee.

☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

☐ If a remote control is lost, stolen or damaged, a $ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.

☒ If a card is lost, stolen or damaged, a $ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.

☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices,or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates, unless such injury, death, damage or loss was a direct result of negligence or intentional acts by us or our employees. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

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9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

(1) Key Fob per Lease Premises will be issued at move-in. Damaged, Lost or Unreturned Key Fob(s) will result in a $50 charge to your Final Account Statement at move-out.

Resident or Residents
[All residents must sign here]

Erin Newport

Owner or Owner's Representative
[signs here]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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Blue Moon eSignature Services Document ID: 235861839

LEASE ADDENDUM
FOR INTRUSION ALARM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **INTRUSION ALARM.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is *(check one)* ❑ required or ❑ optional. You are responsible for all false alarm charges for your dwelling.

4. **PERMIT FROM CITY.** You *(check one)* ❑ do or ❑ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. **FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions ❑ are attached or ❑ will be provided to you when you move in.

6. **ALARM COMPANY.** You *(check one)* ❑ will or ❑ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You *(check one)* ❑ may choose your own alarm company or ❑ are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.

7. **ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

8. **REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to *(check one)* ❑ contact your intrusion alarm company immediately for repair or ❑ contact us immediately for repair. The cost of repair will be paid by *(check one)* ❑ you or ❑ us.

9. **NO WARRANTY.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm, unless such malfunction was a direct result of negligence or intentional acts by us or our employees.

10. **LIABILITY.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm, unless such injury, damage, or loss was a direct result of negligence or intentional acts by us or our employees. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. **EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. **ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

13. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
[All residents must sign here]

Erin Newport

Owner or Owner's Representative
[signs here]

Elisa Tuft-Valdez

Date of Lease Contract

September 21, 2020

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NO-SMOKING ADDENDUM

Date: September 21, 2020
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, clubhouse, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to health, safety, and welfare of other residents inside a dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☐ is not permitted.

The following outside areas of the community may be for smoking:

Even though smoking may be permitted in certain lin outside areas, we reserve the right to direct that you and y occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwelling building or if it is interfering with the health, safety, or or disturbing the quiet enjoyment, or business operati s, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages t you r dwelling, other residents' dwellings, or any other p of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused b by you r occupants, family, guests, or invitees, regardl of whether such use was a violation of this Addendu costs or damages were incurred related to repairs, replacement, and cleaning due to your smoking or due to your violati the no-smoking provisions of the Lease Contract are in ex c of normal wear and tear. Smoke related damage, including, but not limited to, the smell of tobacco smoke which perme sheetrock, carpeting, wood, insulation, or other componen of the dwelling or building is in excess of normal wea tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or occupants, family, guests, or invitees which results in or ca other residents to vacate their dwellings, results in disru ptio of other residents' quiet enjoyment, or adversely affects otl residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling f violation of this No-Smoking Addendum. Violation of the smoking provisions is a material and substantial defaulto violation of the Lease Contract. Despite the termination o the Lease Contract or your occupancy, you will remain for rent through the end of the Lease Contract term o date on which the dwelling is re-rented to a new occu whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

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9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Erin Newport

Owner or Owner's Representative
(Sign here)

Elisa Tuft-Valdez

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SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

Date: September 21, 2020
(when this Amendment is filled out)

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause, or engage in conduct constituting a nuisance under applicable law. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing Amendment

09/22/2020

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Blue Moon eSignature Services Document ID: 235861839

RESIDENT PARKING ADDENDUM

Date: September 21, 2020
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in
Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*
Erin Newport

The term of this Parking Addendum is as follows:
Begins on _____, _____ and
ending on _____, _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.

4. If you are provided with a parking tag or sticker it must be properly installed and prominently displayed in the location and manner we require.

5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.

6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned spaces at our sole discretion.

7. You understand and accept that we have the right at any time to tow vehicles that are in violation of this Addendum, the terms of the Lease, or Community Rules, from any parking space on property, subject to the notice requirements contained in applicable statute.

8. You agree to use parking spaces in accordance with the terms of the Lease and Community Rules.

9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any or the effect that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense in accordance with applicable statutes. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of $_____ per vehicle on or before the ____ day of _____, _____. Alternatively, resident agrees to pay $_____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case the Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay $_____ NSF fee for all checks returned for non-sufficient funds. Resident agrees that unpaid parking fees shall become additional rent pursuant to the Lease Contract. Resident agrees that we are permitted to pursue any remedy contained in the Lease Contract or under applicable statute for your non-payment of these parking fees.

VEHICLE INFORMATION:

Vehicle 1
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

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13. SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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ADDENDUM REGARDING RECREATIONAL and MEDICAL MARIJUANA USE and LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION

1. **DWELLING UNIT DESCRIPTION.**
   Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
   Lease Contract Date: September 21, 2020
   Owner's name: Lofts at 7100

   Residents *(list all residents)*:
   Erin Newport

   This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Ballot Question 9, Medical Use of Marijuana (2000) and Nev. Rev. Stat. 453A permits the limited use of marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(sign here)*	**Date of Signing Addendum**
Erin Newport	09/21/2020

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**
Elisa Tuft-Valdez	09/22/2020

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Blue Moon eSignature Services Document ID: 235861839

CRIME/DRUG FREE HOUSING ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

   A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
      1. Engaging in any act intended to facilitate any type of criminal activity.
      2. Permitting the Premises to be used for, or facilitating on the Premises any Criminal or drug related activity, by any member of the household or guest.
      3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Nevada and/or the Federal Controlled Substances Act.
      4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
      5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
      6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
      7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
      8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

   B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. **CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(sign here)*	**Date of Signing Addendum**
Erin Newport	09/21/2020

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**
Elisa Tuft-Valdez	09/22/2020

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MIXED USE ADDENDUM

1. **APARTMENT UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in
Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** The purpose of this Addendum is to provide you with notice that the apartment is located in a mixed-use living environment. The area surrounding the apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. **RESIDENT ACKNOWLEDGEMENT.** By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day.

5. **RESIDENT DUE DILIGENCE.** Landlord has encouraged resident to research the area around their apartment. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the apartment. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. **ASSUMPTION OF RISK / WAIVER.** You have chosen to reside at the apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in an apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. **SEVERABILITY.** If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

NAA NATIONAL APARTMENT ASSOCIATION

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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WASHER AND DRYER ADDENDUM

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. In consideration of you agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. OWNER SUPPLIED WASHER AND DRYER.

A. Washer and Dryer Rental Fees. We agree to rent to you a washer and dryer for the sum of $_____ per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of a:

- ❑ Full Size
- ❑ Stackable
- ❑ Other: _____

Washer Model/Serial Number: _____

Dryer Model/Serial Number: _____

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damage to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, you are responsible for any damage caused by a leaking washer and will be billed by us for such damage; (2) we are not for any damage caused by the equipment; (3) you waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for or for other damage to other units and to personal property of others. You must verify with your insurance agent that coverages are included in your policy and must furnish a copy of the policy upon our request.

5. ACCESS TO WASHER AND DRYER; EMERGENCIES.
You agree to allow our agent(s) access to the dwelling equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment in accordance with the applicable statute. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice you agree to allow our agent(s) access to the dwelling equipment in the event of an emergency, in accordance with the applicable statute.

6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER. You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operation manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing equipment.

7. ADDITIONAL PROVISIONS. You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You remain liable for all amounts due under this Addendum. If you vacate the dwelling, including holding over on a month to month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

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8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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Blue Moon eSignature Services Document ID: 235861839

PACKAGE ACCEPTANCE ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 30 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(All residents must sign)*

Erin Newport

Owner or Owner's Representative *(Signs below)*

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

Occupants *(list all occupants)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

   A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. **CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. **RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. **REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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Blue Moon eSignature Services Document ID: 235861839

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(signs below)*
Erin Newport	Elisa Tuft-Valdez
	Date of Signing Addendum
	09/22/2020

© 2019, National Apartment Association, Inc. - 1/2019, Nevada

Blue Moon eSignature Services Document ID: 235861839

REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY

1. DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy *(street address)* in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

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7. **REQUESTS FOR REASONABLE ACCOMMODATIONS.**

A. **Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. **Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. **Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. **OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. **AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

_____

by writing or calling:

_____

_____

_____

_____

Resident or Residents
(All resident's must sign)

Erin Newport

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

Date of Signing

09/22/2020

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U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Exp. 06/30/2017

_____

(Name of Housing Provider[1])

Notice of Occupancy Rights under the Violence Against Women Act[2]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation[3]. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

_____

is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protection for Applicants

If you otherwise qualify for assistance under _____

_____, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under _____

_____, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

---

[1] The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

[2] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

[3] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under _____ _____ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

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(1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

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You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

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Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

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If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with (contact information for any intermediary, if applicable)

_____

_____

_____

_____

_____

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_____

_____

or (HUD field office)

_____

_____

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_____.

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For Additional Information

You may view a copy of HUD's final VAWA rule at _____

_____

(Federal Register Link).

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

_____

_____

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_____.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

_____

_____

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_____.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

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For help regarding sexual assault, you may contact (contact information for relevant organizations)

_____

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_____

_____.

Victims of stalking seeking help may contact (contact information for relevant organizations)

_____

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_____.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

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U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0204
Exp. 06/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
Erin Newport	Lofts at 7100	7100 Grand Montecito Pkwy #1074, Las Vegas, NV 89149

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is 09/22/2020. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Erin Newport	09/21/2020
Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Elisa Tuft-Valdez	09/22/2020
Landlord	Date

Form HUD-91067
(9/2008)

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CONSTRUCTION ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 1074, 7100 Grand Montecito Pkwy
_____ *(street address)* in
Las Vegas
(city), Nevada, 89149 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: September 21, 2020
Owner's name: Lofts at 7100

Residents *(list all residents)*:
Erin Newport

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. **RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY.** Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. **USE OF AMENITIES AND SERVICES.** Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. **NOISE AND OTHER DISTURBANCES.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. **RELEASE OF LIABILITY.** To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: _____

Anticipated Start Date: _____
Anticipated End Date: _____

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. **DELAY OF OCCUPANCY.** Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. **DISPLACEMENT.** In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

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11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Erin Newport

Owner or Owner's Representative
(signs below)

Elisa Tuft-Valdez

Date of Signing Addendum

09/22/2020

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NOTICE OF TEMPORARY WAIVER OF LATE FEES

LEASE CONTRACT DATE: September 21, 2020

OWNER'S NAME: Lofts at 7100

RESIDENTS (LIST ALL RESIDENTS):

Erin Newport

DWELLING UNIT DESCRIPTION.
Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning _____ and ending _____ (the "**Waiver Period**").

During the Waiver Period and provided you pay your monthly rent on or before the _____ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling _____ or by emailing _____.
Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Owner or Owner's Representative
(Signs below)

Elisa Tuft-Valdez

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PAYMENT PLAN AGREEMENT
(COVID-19 PANDEMIC)

LEASE CONTRACT DATE: September 21, 2020

OWNER'S NAME: Lofts at 7100

RESIDENTS (LIST ALL RESIDENTS):

Erin Newport

DWELLING UNIT DESCRIPTION.

Unit No. 1074, 7100 Grand Montecito Pkwy
(street address) in Las Vegas *(city)*, Nevada, 89149 *(zip code)*.

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: ❑ during the month of the Lease Contract term during which this Agreement is executed; ❑ during the month of the Lease Contract term following the month in which this Agreement is executed; or ❑ for the following period of time _____.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Payment Item (rent or other nonrent item)	**Current Due Date**	**Current Amount Due** (full or partial amount due)	**Date to be Paid**	**Amount To Be Paid**	**Balance Due** (if applicable)

You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

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SPECIAL PROVISIONS.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
Erin Newport	Elisa Tuft-Valdez

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E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.

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DOCUMENT INFORMATION

Status	Signed
Document ID	235861839
Submitted	09/22/20
Total Pages	86
Forms Included	Lead Hazard Disclosure Addendum, Apartment Lease Form, Apartment Lease Contract for Structures with Four Units or Less, Student Housing Lease Contract, Additional Special Provisions, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Addendum for Affordable Housing, Asbestos Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Enclosed Garage Addendum, Community Policies, Rules, & Regulations, Surety Bond Addendum, Addendum for Rent Concession, Renter's or Liability Insurance Addendum, Remote Control, Card or Code Access Gate Addendum, Intrusion Alarm Addendum, No-Smoking Addendum, Assistance Animal Addendum, Parking Addendum, Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Housing, Crime/Drug Free Housing Addendum, Mixed Use Addendum, Short-Term Subletting or Rental Prohibited, Washer and Dryer Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Reasonable Modifications and Accommodations Policy, Notice of Occupancy Rights under Violence Against Women Act, Violence Against Women Act Lease Addendum, Construction Addendum, Notice of Temporary Waiver of Late Fees, Payment Plan Agreement

PARTIES

Erin Newport

signer key: fa0975faa7681ae5b66279780149bd55
IP address: 174.237.130.3
signing method: Blue Moon eSignature Services
authentication method: eSignature by email ladye7117@gmail.com
browser: Mozilla/5.0 (iPhone; CPU iPhone OS 14_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.0 Mobile/15E148 Safari/604.1

Erin Newport

Elisa Tuft-Valdez

signer key: 3337804e4268af6644b444ea30678b19
IP address: 10.100.10.122
signing method: Blue Moon eSignature Services
authentication method: eSignature by email lofts7100@secpropres.com
browser: PHP 7.3.22/SOAP

Elisa Tuft-Valdez

(Assistant Manager)

DOCUMENT AUDIT

1	09/21/20 08:37:11 PM CDT	Erin Newport accepted Consumer Disclosure
2	09/21/20 08:38:22 PM CDT	Erin Newport initialed Lead Hazard Disclosure Addendum
3	09/21/20 08:38:28 PM CDT	Erin Newport initialed Lead Hazard Disclosure Addendum
4	09/21/20 08:38:32 PM CDT	Erin Newport signed Lead Hazard Disclosure Addendum
5	09/21/20 08:38:38 PM CDT	Erin Newport dated Lead Hazard Disclosure Addendum
6	09/21/20 08:39:03 PM CDT	Erin Newport signed Apartment Lease Form
7	09/21/20 08:39:57 PM CDT	Erin Newport signed Apartment Lease Contract for Structures with Four Units or Less
8	09/21/20 08:40:37 PM CDT	Erin Newport signed Student Housing Lease Contract

9	09/21/20 08:40:55 PM CDT	Erin Newport signed Additional Special Provisions
10	09/21/20 08:40:57 PM CDT	Erin Newport dated Additional Special Provisions
11	09/21/20 08:41:10 PM CDT	Erin Newport signed Animal Addendum
12	09/21/20 08:41:24 PM CDT	Erin Newport signed All-In-One Utility Addendum
13	09/21/20 08:41:31 PM CDT	Erin Newport dated All-In-One Utility Addendum
14	09/21/20 08:41:51 PM CDT	Erin Newport signed Bed Bug Addendum
15	09/21/20 08:42:08 PM CDT	Erin Newport signed Mold Information and Prevention Addendum
16	09/21/20 08:42:19 PM CDT	Erin Newport signed Addendum for Affordable Housing
17	09/21/20 08:42:25 PM CDT	Erin Newport dated Addendum for Affordable Housing
18	09/21/20 08:42:42 PM CDT	Erin Newport signed Asbestos Addendum
19	09/21/20 08:42:44 PM CDT	Erin Newport dated Asbestos Addendum
20	09/21/20 08:42:51 PM CDT	Erin Newport signed Lease Contract Buy-Out Agreement
21	09/21/20 08:43:08 PM CDT	Erin Newport signed Satellite Dish or Antenna Addendum
22	09/21/20 08:43:29 PM CDT	Erin Newport signed Enclosed Garage Addendum
23	09/21/20 08:43:42 PM CDT	Erin Newport signed Community Policies, Rules, & Regulations
24	09/21/20 08:43:44 PM CDT	Erin Newport dated Community Policies, Rules, & Regulations
25	09/21/20 08:43:50 PM CDT	Erin Newport signed Surety Bond Addendum
26	09/21/20 08:43:58 PM CDT	Erin Newport signed Addendum for Rent Concession
27	09/21/20 08:44:06 PM CDT	Erin Newport signed Renter's or Liability Insurance Addendum
28	09/21/20 08:44:17 PM CDT	Erin Newport signed Remote Control, Card or Code Access Gate Addendum
29	09/21/20 08:44:28 PM CDT	Erin Newport signed Intrusion Alarm Addendum
30	09/21/20 08:44:36 PM CDT	Erin Newport signed No-Smoking Addendum
31	09/21/20 08:44:43 PM CDT	Erin Newport signed Assistance Animal Addendum
32	09/21/20 08:44:51 PM CDT	Erin Newport signed Parking Addendum
33	09/21/20 08:45:04 PM CDT	Erin Newport signed Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Housing
34	09/21/20 08:45:08 PM CDT	Erin Newport dated Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Housing
35	09/21/20 08:45:13 PM CDT	Erin Newport signed Crime/Drug Free Housing Addendum
36	09/21/20 08:45:15 PM CDT	Erin Newport dated Crime/Drug Free Housing Addendum
37	09/21/20 08:45:21 PM CDT	Erin Newport signed Mixed Use Addendum
38	09/21/20 08:45:30 PM CDT	Erin Newport signed Short-Term Subletting or Rental Prohibited
39	09/21/20 08:45:39 PM CDT	Erin Newport signed Washer and Dryer Addendum
40	09/21/20 08:45:46 PM CDT	Erin Newport signed Package Acceptance Addendum
41	09/21/20 08:45:54 PM CDT	Erin Newport signed Photo, Video, and Statement Release Addendum
42	09/21/20 08:46:03 PM CDT	Erin Newport signed Reasonable Modifications and Accommodations Policy
43	09/21/20 08:46:22 PM CDT	Erin Newport signed Notice of Occupancy Rights under Violence Against Women Act
44	09/21/20 08:46:30 PM CDT	Erin Newport signed Violence Against Women Act Lease Addendum
45	09/21/20 08:46:33 PM CDT	Erin Newport dated Violence Against Women Act Lease Addendum
46	09/21/20 08:46:40 PM CDT	Erin Newport signed Construction Addendum
47	09/21/20 08:46:53 PM CDT	Erin Newport signed Notice of Temporary Waiver of Late Fees
48	09/21/20 08:47:03 PM CDT	Erin Newport signed Payment Plan Agreement
49	09/21/20 08:47:09 PM CDT	Erin Newport submitted signed documents
50	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez initialed Lead Hazard Disclosure Addendum
51	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Lead Hazard Disclosure Addendum
52	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Lead Hazard Disclosure Addendum
53	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Apartment Lease Form
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61	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Bed Bug Addendum
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78	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed No-Smoking Addendum
79	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Assistance Animal Addendum
80	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Assistance Animal Addendum
81	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Parking Addendum
82	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Parking Addendum
83	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Housing
84	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Housing
85	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Crime/Drug Free Housing Addendum
86	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Crime/Drug Free Housing Addendum
87	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Mixed Use Addendum
88	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Mixed Use Addendum
89	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Short-Term Subletting or Rental Prohibited
90	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Short-Term Subletting or Rental Prohibited
91	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Washer and Dryer Addendum
92	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Washer and Dryer Addendum
93	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Package Acceptance Addendum
94	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Package Acceptance Addendum
95	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Photo, Video, and Statement Release Addendum
96	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Photo, Video, and Statement Release Addendum
97	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Reasonable Modifications and Accommodations Policy
98	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Reasonable Modifications and Accommodations Policy
99	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Notice of Occupancy Rights under Violence Against Women Act
100	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Violence Against Women Act Lease Addendum
101	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Violence Against Women Act Lease Addendum
102	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Construction Addendum

DOCUMENT AUDIT CONTINUED

103	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez dated Construction Addendum
104	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Notice of Temporary Waiver of Late Fees
105	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez signed Payment Plan Agreement
106	09/22/20 05:45:38 PM CDT	Elisa Tuft-Valdez submitted signed documents

Exhibit 3

12:58
North Las Vegas, NV
Export Snap
Delete Snap
My Eyes Only
Edit Snap
Send Snap

5:17
LADY__E_
Posts
Liked by erin_caseyyy_ and 65 others
lady__e_
lady__e_
Liked by kyrauniqueee and 62 others
lady__e_ Went to go see Santa & they made it snow !
@mctexxx

5:19

LADY__E_

Posts

lady__e_

Liked by erin_caseyyy_ and 112 others

lady__e_ Team US we ain't worried bout YOU ! ♥♥♥
Malan look like she trippin ! 😒🤦🏾‍♀️🤦🏾‍♀️

lady__e

5:19
LADY__E_
Posts
lady__e_ If you heard that I'm talking then I said it
lady__e_
Liked by erin_caseyyy_ and 101 others
lady__e_ US! They all that matter !

5:19

LADY__E_

Posts

Liked by **erin_caseyyy_** and **86 others**

lady__e_ Sometimes miracles kome in pairs ! My twins ! 😍 ♥️

View all 5 comments

lady__e_

Liked by **trice_ilove** and **82 others**

lady__e_ US ! ♥️

View all 5 comments

5:21

LADY__E_

Posts

Liked by **loveshante__** and **65 others**

lady__e_ M&M !

View all 2 comments

lady__e_

Liked by **loveshante__** and **83 others**

lady__e_ Mommys babies !! 😊

View all 4 comments

12:58
North Las Vegas, NV
Export Snap
Delete Snap
My Eyes Only
Edit Snap
Send Snap

5:19

LADY__E_
Posts

lady__e_ 😀😀😀😀😀

lady__e_

Liked by erin_caseyyy_ and 86 others

lady__e_ Sometimes miracles kome in pairs ! My twins ! 😍
❤️

lady__e

Video Links:

https://1drv.ms/v/s!AiTwRMYls0scolQ4DFLe7zVGk60p?e=yt94du

https://1drv.ms/u/s!AiTwRMYls0scolYwRQD2BbOebCHt?e=Z1OEnH

https://1drv.ms/v/s!AiTwRMYls0scolQ4DFLe7zVGk60p?e=ctJExO

https://1drv.ms/u/s!AiTwRMYls0scolfj-3B5qaKDMh8o?e=VhpJ29

https://1drv.ms/v/s!AiTwRMYls0scolYwRQD2BbOebCHt?e=GuZYc0

Exhibit 4

Re: McCallister - Newport

Jennifer Isso <ji@issohugheslaw.com>
Tue 11/24/2020 10:45 AM
To: Patricia Warnock <patricia@buchmillerlaw.com>

Patricia, is your client agreeable to phone contact and visitation? My client is asking.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
Henderson, NV 89074
702.434.4424 (main)
702.712.7811 (cell)
ji@issohugheslaw.com (email)
www.issoandhugheslawfirm.com (website)

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From: Jennifer Isso <ji@issohugheslaw.com>
Sent: Friday, November 20, 2020 6:29 PM
To: Patricia Warnock <patricia@buchmillerlaw.com>
Subject: Re: McCallister - Newport

Patricia, is your client amenable to any phone contact or visitaion? My client is asking again.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
Henderson, NV 89074
702.434.4424 (main)
702.712.7811 (cell)
ji@issohugheslaw.com (email)
www.issoandhugheslawfirm.com (website)

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From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Wednesday, March 4, 2020 8:52 AM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister - Newport

Good Morning

I have had an opportunity to speak with my clients with reference to visitation. They are interested in what is best for the girls. The whole point of my clients' initial guardianship filing was to get the girls in a better situation where they were going to school and getting medical care. My clients decline the offer that you have proposed for visitation and have asked me to tell you that the girls deserve better. They deserve someone who is interested in them all the time and not just when it is convenient or when someone has the time to fit them in. Mr. Green and Ms. Coaxum understand that the Court may order visitation, but for right now, they would prefer that Erin go through the Court to request visitation.

As a side note, my clients' have both checked their phones and they do not have any messages from Erin or missed calls. It is my understanding, however, that yesterday or today Kelly Newport reached out via text to Mr. Green inquiring on the girls and that Mr. Green has texted him back.

Please call me if you want to discuss this further.

Patricia Warnock, Esq.
John Buchmiller & Associates LLC
400 South 4th Street, Suite 500
Las Vegas, NV 89101
702.278.9268

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On Sat, Feb 29, 2020 at 2:52 PM Jennifer Isso <ji@issohugheslaw.com> wrote:

> I'm not saying it's your client's responsibility to ensure contact. I was giving them the opportunity to provide a schedule that's convenient to them and the children, and also so we don't have to go back forth multiple times.
>
> My client proposes daily phone calls and weekend visitation F-Su until the guardianship is terminated.
>
> Jennifer
>
> Get Outlook for iOS

From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Saturday, February 29, 2020 2:35:07 PM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister - Newport

First, Erin has made NO attempt to reach out to either Montrail or Jermia, regardless of what she may have told you. Nothing. Please don't misunderstand my email about voice messages. I was only pointing out that if she had reached out via phone, and the phone call wasn't answered, she should have left a voice message asking for a return call. My clients are not "ignoring" her calls.

Next, my clients will not be making any proposals for visitation or calls. It is not their responsibility to ensure contact. If Erin has a proposal, I am happy to forward it to my clients on Monday.

Patricia Warnock, Esq.
John Buchmiller & Associates LLC
400 South 4th Street, Suite 500
Las Vegas, NV 89101
702.278.9268

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On Sat, Feb 29, 2020 at 1:05 PM Jennifer Isso <ji@issohugheslaw.com> wrote:

> Ok are they receiving her calls and ignoring them? It doesn't mean if she didn't leave a message that she made no calls. Let's set up a schedule as to when she could speak to the children? What do the guardians propose?
>
> Jennifer
>
> Get Outlook for iOS
>
> **From:** Patricia Warnock <patricia@buchmillerlaw.com>
> **Sent:** Saturday, February 29, 2020 12:38:53 PM
> **To:** Jennifer Isso <ji@issohugheslaw.com>
> **Subject:** Re: McCallister - Newport
>
> I spoke with Jermia this morning. Erin has left no voice messages for either guardian.
>
> **Patricia Warnock, Esq.**
> John Buchmiller & Associates LLC
> 400 South 4th Street, Suite 500

Las Vegas, NV 89101
702.278.9268

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On Sat, Feb 29, 2020 at 8:50 AM Jennifer Isso <ji@issohugheslaw.com> wrote:

Hello,

The Mom is requesting phone calls with the children and visitation. She is calling the Guardian and he is ignoring her calls. Why is he ignoring her calls? Mom is requesting to speak to the children regularly. Please let me know if your client will stipulate or I will request attorney's fees and costs if I must file a motion with the court. Thank you.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
Henderson, NV 89074
702.434.4424 (main)
702.712.7811 (cell)
ji@issohugheslaw.com (email)
www.issoandhugheslawfirm.com (website)

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Electronically Filed
11/27/2020 10:01 AM
Steven D. Grierson
CLERK OF THE COURT

COS
THE ISSO & HUGHES LAW FIRM
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 Saint Rose Parkway #306f
Henderson, Nevada 89074
Telephone: (702) 712-7811
ji@issohugheslaw.com
Attorney for Petitioner

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAHGRACE MCCALLISTER, **Protected Minors.**	CASE NO: G-19-052440-M DEPT NO: B

CERTIFICATE OF MAILING AND SERVICE

I, the undersigned, do hereby certify that on the 27th day of November 2020, a true and correct copy of the Petitioner's Amended Petition to Terminate Guardianship, Exhibits, and Citation to Appear and Show Cause was Mailed, U.S. Postage Paid and served through odyssey E-Service to the following:

Patricia Horton
3674 Santa Sabina Ave.
Las Cruces, NM. 88012

Montrail Green
8904 Goldstar Ave.
Las Vegas, NV. 89143

Jermia Coaxum
8904 Goldstar Ave.
Las Vegas, NV. 89143

Ryan McCallister Jr.
1117101 P.O. Box 208SDCC
Indian Springs, NV. 89070

Kelly Newport
1860 Soto Lane
N. Las Vegas, NV. 89032
and 6500 Vegas Dr. #1043
Las Vegas, NV. 89108

Joy Anne Newport
1860 Soto Lane
N. Las Vegas, NV. 89032

Ryan McCallister Sr.
819 Red Sox Ave.
N. Las Vegas, NV. 89030

ReAnn McCallister
2293 Exeter Dr. Apt. D
Las Vegas, NV. 89156

William Cary
4928 Crystal Breeze Lane
N. Las Vegas, NV. 89031

Leah Cary
4928 Crystal Breeze Lane
N. Las Vegas, NV. 89031

Cindy Bean
3708 Colfax Circle
Las Vegas, NV. 89084

Cindy Bean
6916 Dipper Ave.
N. Las Vegas, NV. 89084

Patricia Warnock, Esq.
Via Odyssey E-Service

/s/ Jennifer Isso

An employee of
ISSO & HUGHES

Electronically Filed
12/11/2020 11:11 AM
Steven D. Grierson
CLERK OF THE COURT

NCOA
PATRICIA WARNOCK, ESQ.
Nevada Bar #14432
JOHN SCHALLER, ESQ.
Nevada Bar #15092
JOHN BUCHMILLER & ASSOCIATES, LLC
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 849-0616
Fax: (702) 583-7373
patricia@buchmillerlaw.com
jschaller@buchmillerlaw.com
Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: HEARING TIME:

NOTICE OF CHANGE OF ADDRESS OF GUARDIANS

NOW COMES the named Guardians and Respondents, MONTRAIL GREEN and JERMIA COAXUM GREEN ("The Greens"), by and through their legal counsel PATRICIA WARNOCK, ESQ. and JOHN SCHALLER, ESQ., of JOHN BUCHMILLER & ASSOCIATES, LLC, and files this NOTICE OF CHANGE OF ADDRESS.:

Jermia Coaxum Green and Montrail Green have relocated to:

7808 License Street, Las Vegas, NV 89131

DATED this 11th day of December, 2020.

Submitted by:

/S/ PATRICA H. WARNOCK

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CERTIFICATE OF MAILING/ELECTRONIC SERVICE

A COPY OF the foregoing NOTICE OF CHANGE OF ADDRESS in the above-captioned matter was served today via the Court's e-filing service to the following address of Defendant, in care of his counsel of record:

Jennifer Isso, Esq.
ji@issohugheslaw.com

DATED this 11th day of December, 2020.

/S/ Tyler Springer

An Employee of John Buchmiller & Associates, LLC

Electronically Filed
12/17/2020 11:46 AM
Steven D. Grierson
CLERK OF THE COURT

OBJ
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EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: 12/28/20 HEARING TIME: 10:00 A.M.

OBJECTION TO AMNDED PETITION TO TERMINATE GUARDIANSHIP

NOW COMES the named Guardians and Respondents, MONTRAIL GREEN and JERMIA COAXUM GREEN ("The Greens"), by and through their legal counsel PATRICIA WARNOCK, ESQ. and JOHN SCHALLER, ESQ., of JOHN BUCHMILLER & ASSOCIATES, LLC, and files this **OBJECTION TO AMENDED PETITION TO TERMINATE GUARDIANSHIP** over MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER (collectively, "Protected Minors"). In accordance with NRS 159A, the Greens object as follows:

POINTS AND AUTHORITIES

I. INTRODUCTION

Procedural

It appears that this amended petition, filed only four days after our last hearing and title ***Amended Petition for Termination*** is nothing more than a request for a rehearing and should be denied in its entirety. This is nothing more than another attempt by Natural Mother to harass the guardians, and she should be sanctioned for her actions. In fact, Natural Mother's counsel informed this office that if she lost this upcoming hearing, she would just appeal again. This pattern of harassment must stop.

Background

This action now involves an amended filing by Erin Newport ("Mom") only four days after the prior hearing on her petition to terminate guardianship of the twin girls, Malan and Mariah McCallister. Mom, who has been making her living as an escort (in her case, on information and belief her "escort" services are a front for prostitution) often in another state over the last several years, and made only minimal efforts to have contact with the girls, does not articulate any meaningful change in circumstance during that four-day period. Just as her efforts since the last hearing to make contact with the minor children seem aimed at inconveniencing and harassing the Guardians, not in talking to her kids, so too it appears that the amended filing was part of this pattern of harassment.

Before Malan and Mariah came under the care of the Guardians around May 2019, they had been under the care of extended family, bouncing from home to home, and were at that point still mainly pre-verbal, with significant deficits in among other things not only language but also grooming, toileting, and other basics of life. Neither Mom nor Ryan McCallister ("Dad") were

involved with the kids at that point. After they were born in 2014, Malan and Mariah moved in with their paternal great-Aunt, Winifred McCallister, until she passed away in 2017. From 2017 to May 2019, the children lived with their maternal grandfather, Kelly Newport ("Kelly"). Although they have never really lived with their mother or father, prior to this Guardianship there were no court orders concerning the custody of Malan and Mariah McCallister.

"Dad" is not listed on either child's birth certificate and there has never been a court order regarding child support, custody, or a finding of paternity. Dad has never been a primary caregiver for the children, nor has he ever fulfilled any substantial custodial responsibilities. Dad is in prison and has been incarcerated since before the birth of the girls. Mom is known to be an *escort*.

Co-Guardian, Montrail Green is the paternal uncle of the girls and Co-Guardian Jermia Coaxum-Green is his wife[1]. The Greens were appointed Co-Guardians on or about February 25, 2020, just before COVID-19 closures took place.

The girls began living with the Greens because Kelly was not well enough to care for two four (4) (now six) year-old girls in his small apartment. Kelly called The Greens and asked them to take the girls because he could no longer handle caring for the girls. Mom was living in other states, advertising her escorting services online. Additionally, Mom had outstanding warrants in Clark County for unpaid traffic violations and in Hollywood, California for criminal charges. Mom is believed to have been a prostitute at the time of the filing for guardianship.

When the girls first came to live with the Greens, they were mostly non-verbal and were unable to read, write, or count past four (4). They spent most of their time on a tablet, watching videos and playing games. The Greens began to educate the girls, teaching them the alphabet, sight words,

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[1] Ms. Coaxum and Mr. Green were married May 6, 2020.

numbers, and how to properly speak. Additionally, Ms. Coaxum-Green began to care for their personal grooming, including caring for their neglected ethnic hair. When the girls came to the Greens, they had lice, their hair was balled up and in very poor condition. The girls did not know how to brush their own hair or teeth; and barely knew how to care for themselves in toileting. Ms. Coaxum-Green spent time with the girls showing them how to care for themselves and their personal grooming.

After several months, the Greens contacted Kelly to inquire about the children's medical records, shot records, etc., because the Greens wanted to get them enrolled into a preschool. At that point, Kelly asked the Greens to return the girls. The Greens refused, knowing that the girls' mental and physical health would suffer if allowed to return to the prior living situation. After discussing it between themselves, The Greens declined to return the girls. Kelly called CPS and the police. Both agencies refused to return the girls to Kelly. CPS came to the Greens' home to perform a wellness check and so did the Police. Finally, The Greens sought legal help and filed a petition for guardianship. After several hearings, and a CPS investigative report, it was determined that the Greens appointment as guardians was in the best interest of the girls, and the girls remain with the Greens to this day. Twins Malan and Mariah started school; they went to the dentist; they receive healthcare. The girls are thriving; they are happy and healthy – physically and mentally.

Mom's Minimal Efforts

Since the Greens were appointed Guardians and prior to this round of filing, they had heard from Mom on exactly one occasion. Ms. Coaxum Green has the same number as she has had for over two years, as does Mr. Green. Up until after the hearing on November 20, 2020, Mom had only once reached out to see the girls, or even speak with them throughout this guardianship. Throughout the course of this guardianship, Mom has not really attempted to see the girls. Mom,

through counsel, made a weak attempt to schedule visitation. Her offer was daily telephone calls with the girls and weekend visitation Friday through Sunday until the guardianship was terminated. The Greens declined and asked for a real offer. Additionally, at the time, Mom did not even have a home in Las Vegas. Mom did not reach back out with any further offers until ***after*** the November 20 hearing.

Since the November 20, 2020 hearing Mom's counsel reached out to ask counsel for Guardians for visitation. The Guardians offered telephone visitation to start. However, on the very first scheduled telephone call, Mom was 39 minutes late for the call. At the next scheduled telephone call, Mom was again late; she then asked for in-person Thanksgiving weekend visitation, which was denied. Mom further reached out to speak with the girls and the Guardians requested that Mom ***call*** to talk through how it could be scheduled. Mom was supposed to call on Thanksgiving Day, but never called. Additionally, Mr. Green informed natural mother she could call on Thanksgiving weekend. Natural Mother never called that weekend. Mom has also asked for Christmas visitation and is negative and disrespectful when she calls or texts the guardians.

Further, Mom again attempted to just stop by the Guardian's home and drop off presents for the girls. The Guardians have moved, so Mom delivered the gift to the wrong location. She did not call and ask if she could drop anything by, she ***again*** just showed up. Counsel for Guardians has since filed a change of address with the Court. Guardians no longer share a home with Jermia's parents; they have their own home, where the girls still share a room. Mr. Green, Mrs. Coaxum-Green and Mrs. Coaxum-Green's Godmother and her ward, the twins, and Mr. Green's young sons from previous relationships have a room that they share in the home as well. They live in a five (5) bedroom home in the same area where Jermia's parents live. The girls remain enrolled in the same school.

Mom refiled, or ***amended***, her petition to terminate guardianship on November 24, just ***four*** days after the previous hearing. Neither Mom, nor her counsel, reached out to this office to discuss the filing of the petition to terminate, or the amended petition. No efforts were made by Mom or her attorney to work at any visitation between March 2020, through after the November 20 hearing.

Guardianship Update

Shortly after the Guardianship was granted, COVID-19 struck. The Greens had some difficulty getting the girls into a school, in addition to getting copies of their social security numbers/cards because Maternal Grandfather refused to turn them over. In fact, The Greens ***still*** await the social security card copies. In August, Malan and Mariah began school at Thomas O'Rourke Elementary School. They are thriving in their environment. The girls share a room; their house is within walking of two parks, and they play in their gated backyard, which the girls were unable to do when they lived with Kelly. They live in a safe part of the northwest valley.

The girls have received awards in reading at school; Mariah just passed her first set of sight words and enjoys reading and Malan has a shining star award, and an Alexa Superstar Award in rhyming and letter matching, considering they were barely verbal a year ago, the girls are really thriving. They are enrolled in (online) speech therapy through the school Mondays, Wednesdays and Fridays. The girls are scheduled for their IEP meetings and have been working with a teacher to get a head start in the areas they are lacking. The girls have exercised behavior comparable to those with Fetal Alcohol Syndrome and the school has recommended speech outside of school and testing. The Guardians are working on setting the girls up in therapy and additional speech therapy.

This Court awarded Guardianship over the person of Malan and Mariah McCallister to Mr. and Mrs. Green on or about February 2020. Since then, there have been positive changes in the girls' lives. They attend school, go to the doctor and dentist, have someone who understands their

needs and cares for them and teaches them daily. This is not a lay-a-way. The girls need care, Mom needs to show more than a passing whim that she wants to care for the girls. Her lease, if real, was signed a little more than two months ago; the company she works for is believed to be a front for prostitution. The Greens are the proper guardians according to this court and the children are still in need of a guardian, as Mom has not proven herself responsible or invested enough to care for these protected persons. The Greens vehemently object to the Petition to Terminate Guardians. Further, here has not been a substantial change in circumstances, nor has Mom shown she is able to ***in the four days*** since the Court's previous ruling, care for the twins. Natural Mother's amended petition should be denied.

Further, since the previous hearing, it has been determined that both girls are far-sighted and will require glasses, for which Mrs. Coaxum-Green has already scheduled new appointments. Additionally, since the previous hearing, the girls have collectively received three more awards in their classes (Malan 2 more and Mariah 1). The Greens applied for guardianship because in addition to Dad's incarceration, Mom has been unable to provide regular care to her children because of her illicit and transient lifestyle. Since Malan and Mariah's birth, Mom has engaged in prostitution and fraudulent activity involving credit cards. Additionally, it is believed that Mom was and may still be addicted to prescription medication such as oxycodone and other opioids.

II. LEGAL ARGUMENT

A. MOM MUST PROVE BY CLEAR AND CONVINCING EVIDENCE THAT THERE HAS BEEN A MATERIAL CHANGE IN CIRCUMSTANCE SINCE THE GUARDIANSHIP WAS CREATED.

NRS 159A.1905(3) states that in order to terminate a guardianship, the "petitioner has the burden of proof to show by ***clear and convincing evidence*** that the termination or modification of the guardianship of the person, of the estate, or of the person and estate is in the best interests of

the protected minor." (Emphasis added). In her amended petition to terminate filed November 24, 2020, ***only four days*** after receiving a ***denial*** of her Petition to Terminate, natural mother fails to meet this burden. Additionally, the petitioner must show that the termination would be in the best interest of the minor children and she fails to meet that burden.

Judge Marquis, on November 20, 2020, found that petitioner failed to show that the welfare of the minor child would be substantially enhanced by terminating the guardianship, she indicated in her findings that even if she took the exhibits previously provided by the petitioner as truthful, she STILL could not find that the minor children's' welfare would be substantially enhanced. Judge Marquis found that the Petitioner was not able to show by clear and convincing evidence that the children's welfare would be substantially enhanced by terminating the guardianship. In fact, Judge Marquis found to the contrary, that the children were now in school; had been with the guardians a substantial amount of time; and they were receiving services.

NRS 159A.061(3) (b) states that when a person seeks appointment as guardian, "the court shall consider … the ability of the parents, parent or other person to provide for the basic needs of the proposed protected minor, including, without limitation, food, shelter, clothing and medical care, taking into consideration any **special needs of the proposed** protected minor"

Judge Marquis indicated that Petitioner failed to meet the burden, but that she would reconsider a petition to terminate as circumstances changed. It is unfathomable to believe that circumstances have changed in ***the four short days*** since the date of the hearing and the filing of the amended petition to terminate. Guardians request sanctions against petitioner and attorney's fees. Guardians believe the amended petition was filed in bad faith. NRS 159A.1853(4) states that if the court finds that the petitioner did not file a petition for removal in good faith or in furtherance of the best interests of the protected minor, the court may impose sanctions on the petitioner in an

amount sufficient to reimburse the estate of the protected minor for all or part of the expenses incurred by the estate of the protected minor in responding to the petition and for any other pecuniary losses which are associated with the petition. Here, petitioner filed a new petition to terminate just four days after the hearing where Judge Marquis declined to terminate the guardianship. The Judge did not state that she wanted extra time to review, or ask for supplemental exhibits, the judge indicated that she would reconsider "as circumstances change." Natural Mother's circumstances did not change in those four (4) days. Further, attorney for natural mother did not reach out to counsel regarding filing the amended petition.

The Greens have acted in the best interest of the children since taking custody of them in 2019, and again when the children were returned to them after the hearing in late February 2020. Natural Mother ***still*** does not offer any proof of how it is in the best interest of the children that the guardianship be terminated. Further Mom has made little to no efforts to see or speak with the children for more than six months.

At this time, the Greens are the best persons to continue to care for and protect Malan and Mariah. The Greens offer a nurturing, stable environment in which Malan and Mariah can thrive. The Greens continue to have the capability to fulfill all of the responsibilities as Guardians for the two girls in the way that their grandparents and parents no longer can. In addition to showing how it is in the children's best interests that the guardianship NOT be terminated, Guardians request that prior to Natural Mother having any physical custody of minor girls, that:

A. Natural Mother must show the ability to provide for the children's' basic needs, including photos of her home, including the children's rooms with beds, clothing, and food. Mom must provide proof that she is on the lease of her current apartment or home. The leasing information provided by Mom does not match the apartment's

leasing company or forms. There must be proof that Mom actually lives in this apartment.

B. Natural Mother show an ability to care for the children full-time, including a plan for childcare and homeschool care, education plans and speech therapy when the children are distance learning.

C. Natural Mother must provide a plan for distance-learning schooling for the minor children, and the ability to maintain contact with the school and the girls' teacher(s).

D. Natural Mother provide a schedule of visits with medical professionals and mental health professionals/therapists, and reunification therapy if the children are removed from the care of their guardians.

E. Natural Mother must pass a drug and alcohol assessment/drug test to show that she is off drugs and alcohol and be required to take random drug and alcohol tests.

F. Natural Mother must show that all of her criminal violations, warrants, and outstanding charges in Nevada and elsewhere are cleared up (Los Angeles, New Jersey, Detroit, West Virginia, Colorado, and Washington D.C. and anywhere else Mom has been advertising as an escort).

G. Natural Mother must prove that the documentation she has provided for her job is correct, as the documentation lists that Mom makes approximately $52,000 per year for a trucking company which only has one working truck and is located at an executive suite. Guardians believe this entity to be a false entity, or an illegal entity which provides transportation of escorts to various cities and is involved with human trafficking. Further, the company shows that of their four vehicles, three are out of service.

Until Natural Mother is able to provide this information and to care for the children, The Greens Guardians humbly request that they continue as guardians for the twin girls Malan and Mariah, indefinitely because it is NOT in the best interest of the girls that the guardianship be terminated.

Mom, after only approximately 6 months, then again 4 days later, petitions this Court to terminate guardianship. Her petition should be denied, and sanctions issued against Natural Mother for her pattern of harassment against the guardians.

WHEREFORE, Guardians pray that this Honorable Court DENY petitioner's request to terminate guardianship and for an Order of this court which:

1. Reaffirms the Guardians' guardianship over the Protected Minors, Malan and Mariah McCallister;

2. Denies the termination of the Guardianship;

3. Awards Attorney's fees and costs and or Sanctions Natural Mother for having to respond to this Petition, four days after the hearing where her initial Petition was denied;

4. For such other and further relief as the court may deem proper and just in the premises.

DATED this 17th day of December 2020.

Submitted by:

/S/ PATRICA H. WARNOCK

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CERTIFICATE OF MAILING/ELECTRONIC SERVICE

A COPY OF the foregoing OBJECTION TO AMENDED PETITION TO TERMINATE GUARDIANSHIP in the above-captioned matter was served today via the Court's e-filing service to the following address of Defendant, in care of his counsel of record:

Jennifer Isso, Esq.
ji@issohugheslaw.com

DATED this 17TH day of December 2020.

/S/Patricia Warnock
An Employee of John Buchmiller & Associates

Electronically Filed
01/26/2021 1:01 PM
CLERK OF THE COURT

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Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: 11/20/20

FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS

The PETITION TO TERMINATE GUARDIANSHIP ("Petition") filed in this matter on October 21, 2020, by Natural Mother, Erin Newport, through her Counsel, JENNIFER ISSO, ESQ., and objected to by the Co-Guardians, Montrail Green, and Jermia Coaxum-Green, by and through their counsel PATRICIA WARNOCK, ESQ., of the law firm JOHN BUCHMILLER AND ASSOCIATES, LLC. In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through BlueJeans. This matter having

come on for hearing on November 20, 2020. The Honorable Linda Marquis and all parties having appeared via Blue Jeans.

The Court having reviewed the Petition, Exhibits and the pleadings and papers on file herein, having heard oral arguments of counsel, and Objections by Co-Guardians, and being fully advised of the premises, and good cause appearing therefore makes the following findings of fact and conclusions of law.

Attorney Warnock advised she filed an objection to the Petition last night. Attorney Warnock stated the Guardians' objections to Natural Mother's request to terminate the guardianship. Attorney Isso stated she reviewed the objection this morning and responded to the objections. Attorney Isso advised Natural Mother is able to provide for the children and would be willing to keep the children at their current school. Additional arguments made by counsel. Attorney Warnock advised the Protected Minors were enrolled in school, they have been meeting with a therapist, they meet online with a speech pathologist three times a week, and they are scheduled to have their IEP meeting shortly.

Upon Court's inquiry, Attorney Warnock stated Natural Mother, through Attorney Isso, objected to the guardianship when it was granted. Attorney Isso and Attorney Warnock made statements regarding where the children were living at the time the guardianship was granted. Attorney Warnock stated Natural Mother has not had the children living with her for most of their lives. Court noted a consent for guardianship was not filed when guardianship was granted. Court reviewed the history of the case with regard to Natural Mother further noted it made findings

Court stated FINDINGS on the record in order to determine which standard for termination of guardianship applied. Attorney Isso requested additional time to review the

objections filed yesterday. Court stated it did not read the objection filed yesterday, and based on the statements made in the Petition, the burden of proof was not met.

I. FINDINGS OF FACT

A. Petition to Terminate Guardianship Denied.

THE COURT FINDS THAT Montrail Green and Jermia Coaxum-Green were appointed co-guardians of the protected persons, twin girls Mariah McCallister and Malan McCallister on February 25, 2020.

THE COURT FURTHER FINDS THAT Natural Mother filed a Petition to terminate Guardianship on October 21, 2020.

THE COURT FURTHER FINDS THAT Co-Guardians filed an objection to the Petition to Terminate Guardianship.

THE COURT FURTHER FINDS that the Natural Mother objected to the Guardianship and did not file a consent to the Guardianship at any of the previous hearings, including on November 20, 2019, January 9, 2020, and February 25, 2020, when appearing in court via telephone.

THE COURT FINDS THAT pursuant to NRS 159A.1905 Natural Mother must show by clear and convincing evidence that termination or modification of the protected persons would be in the best interests of the protected persons and that burden of proof lies on Natural Mother pursuant to NRS 159A.1905.

THE COURT FURTHER FINDS that the Guardians objected to the termination of the guardianship.

THE COURT FURTHR FINDS THAT Guardians have concerns regarding the validity of the authenticity of the exhibits attached to the filing of the petition to terminate.

THE COURT FURTHER FINDS THAT even if it accepted the exhibits filed in support of Natural Mother's Petition to Terminate as true and correct, Natural Mother's petition would still be insufficient to show that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship.

THE COURT FURTHER FINDS THAT even if it accepted everything filed as true and correct, Natural Mother still did not meet her burden of proof by clear and convincing evidence as required by NRS 159A.1905 that the children's welfare would be substantially enhanced by placement with the Natural Mother.

THE COURT FURTHER FINDS THAT the protected persons are in school and have been with the Guardians for a substantial amount of time.

THE COURT FURTHER FINDS THAT the protected persons are receiving services in addition to school, and that the Guardians are making sure they are receiving those services.

THE COURT FURTHER FINDS THAT Natural Mother failed to meet the burden of proof required to terminate the guardianship and denied Natural Mother's Petition to Terminate.

II. CONCLUSIONS OF LAW

1. Pursuant to NRS 159A.1915, a parent has the burden of proof to show by clear and convincing evidence that there has been a material change of circumstances since the time the guardianship was created. The parent must show that, as part of the change of circumstances, the parent has been restored to suitability; and if a parent consents to the guardianship when it is created, the parent must also show by clear and convincing evidence that the welfare of the protected minor would be substantially enhanced by the termination of the guardianship and the placement of the protected minor with the parent.

2. Pursuant to NRS 159A.1919, if the parent consented to the guardianship when it was created, the parent is required to make only that showing set forth in paragraph (a) of subsection 1: that, as part of the change of circumstances, the parent has been restored to suitability.

3. Natural Mother has not met her burden of proving by clear and convincing evidence that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship and the placement of the protected minors with the parent.

III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Petition to terminate is DENIED;

Dated this 26th day of January, 2021

Linda Marquis

HONORABLE JUDGE LINDA MARQUIS

DB8 F15 9E91 B74D
Linda Marquis
District Court Judge

Submitted By:
/s/Patricia Warnock, , Esq.
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Attorney for Co-Guardians

Approved as to Form and Content

/s/ Jennifer Isso
JENNIFER ISSO, ESQ. (see email)
Nevada Bar No. 13157
THE ISSO & HUGHES LAW FIRM
Attorney for Natural Mother

Gmail

Patricia Warnock <patricia@buchmillerlaw.com>

McCallister/Newport

Jennifer Isso <ji@issohugheslaw.com> Mon, Jan 25, 2021 at 8:57 AM
To: Patricia Warnock <patricia@buchmillerlaw.com>

OK that is fine. Affix my e-signature and send to the court today pls. Ms. Newport does not have the SS numbers. I checked with her again yesterday.

Jennifer Isso, Esq.
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From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Saturday, January 23, 2021 9:34 AM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister/Newport

[Quoted text hidden]

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of: Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)	CASE NO: G-19-052440-M DEPT. NO. Department B

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/26/2021

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CLERK OF THE COURT

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Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: 12/28/2020

FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS

An Amended Petition to Terminate Guardianship ("Petition") was filed in this matter on October 21, 2020, by Natural Mother, Erin Newport, through her Counsel, JENNIFER ISSO, ESQ., and objected to by the Co-Guardians, Montrail Green, and Jermia Coaxum-Green, by and through their counsel PATRICIA WARNOCK, ESQ., of the law firm JOHN BUCHMILLER AND ASSOCIATES, LLC. ("Petition") This matter having come on for hearing on December 28, 2020.

In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through Blue Jeans. The Honorable Linda Marquis and all parties having appeared via Blue Jeans.

The Court reviewed the pleadings on file.

Ms. Isso stated reasons for filing an amended petition just a few days after the termination of guardianship was denied, and made statements in support of Natural Mother's request to terminate the guardianship. Arguments were made by counsel as to whether or not Natural Mother originally consented to the guardianship. Arguments made by counsel as to whether or not Natural Mother originally consented to the guardianship.

Ms. Warnock made statements regarding Natural Mother's inconsistency to be in the minor children's lives, a telephone visitation schedule, Natural Mother's inability to make telephone calls in a timely manner. Ms. Warnock stated Protected Minors' medical and educational needs and the additional assistance the children receive through their IEPs.

Additional arguments by counsel. Ms. Isso requested an evidentiary hearing in the event Court was unwilling to terminate the guardianship. The Court noted, that due to the filing of Amended Petition within four days of Court's previous denial, Court considered the Amended Petition as a Motion to Reconsider and a New Petition to Terminate Guardianship.

Ms. Isso indicated that Mom provided certain documentation regarding the Nevada housing, bedroom and employment and that Mom was physically in California at the time of the previous hearings.

The Court noted although Natural Mother had entered into a temporary six-month guardianship, no consent to a court-appointed permanent guardianship was filed at the time Court granted guardianship.

The Court having reviewed the Petition, Exhibits and the pleadings and papers on file herein, having heard oral arguments of counsel, and Objections by Co-Guardians, and being fully advised of the premises, and good cause appearing therefore makes the following findings of fact and conclusions of law.

I. FINDINGS OF FACT

A. Petition to Terminate Guardianship Denied.

THE COURT FINDS THAT Montrail Green and Jermia Coaxum-Green were appointed co-guardians of the protected persons, twin girls Mariah McCallister and Malan McCallister on February 25, 2020.

THE COURT FURTHER FINDS THAT Natural Mother filed a Petition to terminate Guardianship on October 21, 2020.

THE COURT FURTHER FINDS THAT the Petition to Terminate Guardianship filed on October 21, 2020, was denied at the November 20, 2020 hearing.

THE COURT FURTHER FINDS THAT Natural Mother filed an Amended Petition to Terminate Guardianship on November 24, 2020.

THE COURT FURTHER FINDS THAT Natural Mother did sign a temporary six-month guardianship to give her father (the protected persons' grandfather) temporary guardianship.

THE COURT FURTHER FINDS THAT the six-month temporary guardianship is different than the instant action for permanent guardianship as it does not involve the Courts.

THE COURT FURTHER FINDS THAT the instant action concerns a Petition for permanent guardianship.

THE COURT FURTHER FINDS THAT Ms. Isso objected to service: who needed service and lack of service.

THE COURT FURTHER FINDS THAT consent to a guardianship needs to be filed with the Court in a certain format and that no such consent was filed with the Court in any format.

THE COURT FURTHER FINDS THAT Natural Mother never petitioned for consent and the six-month temporary guardianship was not a consent to the instant permanent Guardianship.

THE COURT FURTHER FINDS that Paternal Grandfather could not serve as Guardian because of his criminal history.

THE COURT FURTHER FINDS THAT it appointed an investigator who made findings that the children lacked medical care and had significant speech issues.

THE COURT FURTHER FOUND THAT the minor children should have been in kindergarten at that time and were not.

THE COURT FURTHER FINDS THAT THE it applied the correct standard at the November 20, 2020 hearing.

THE COURT FURTHER FINDS THAT Natural Mother failed to meet the burden of proof required to terminate the guardianship and denied Natural Mother's Petition to Terminate.

II. CONCLUSIONS OF LAW

1. Pursuant to NRS 159A.1915, a parent has the burden of proof to show by clear and convincing evidence that there has been a material change of circumstances since the time the

guardianship was created. The parent must show that, as part of the change of circumstances, the parent has been restored to suitability; and if a parent consents to the guardianship when it is created, the parent must also show by clear and convincing evidence that the welfare of the protected minor would be substantially enhanced by the termination of the guardianship and the placement of the protected minor with the parent.

2. Pursuant to NRS 159A.1919, if the parent consented to the guardianship when it was created, the parent is required to make only that showing set forth in paragraph (a) of subsection 1: that, as part of the change of circumstances, the parent has been restored to suitability.

3. Natural Mother has not met her burden of proving by clear and convincing evidence that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship and the placement of the protected minors with the parent.

III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Amended Petition to terminate is DENIED;

IT IS FURTHER ORDERED THAT the Guardians shall provide a copy of the Protected Minors' IEPs, any progress reports related to their IEPs, a copy of their updated immunizations, and a copy of Protected Minors' report cards each SEMESTER, to Natural Mother via the e-mail listed in court records, or through counsel.

IT IS FURTHER ORDERED THAT Natural Mother shall have FaceTime or telephone visits every Wednesday at 5:00 PM, and every Saturday at 12:00 PM (noon). Natural Mother's calls shall be timely. The FaceTime/telephone visits shall be child-centered, and developmentally appropriate for the age of Protected Minors. Natural Mother may assist Protected Minors with speech therapy homework during telephone calls. Guardians shall e-mail a copy of the homework and sight words to Natural Mother.

THE COURT FURTHER ORDERED THAT Counsel shall communicate after 60 days to determine additional telephone visitation and whether in-person visitation is appropriate. If counsel is unable to come to an agreement, matter may be set on Court's calendar.

Dated this 26th day of January, 2021

Dated this ____ day of _____, 2021.

Linda Marquis

4E9 AD9 F238 6C23
Linda Marquis
District Court Judge

_____
HONORABLE JUDGE LINDA MARQUIS

Submitted By:
/s/Patricia Warnock, Esq.
PATRICIA WARNOCK, ESQ.
Nevada Bar No. 14432
JOHN BUCHMILLER & ASSOCIATES, LLC.
516 S. Fourth Street,
Las Vegas, Nevada 89101
Attorney for Co-Guardians

Approved as to Form and Content

/s/ Jennifer Isso
JENNIFER ISSO, ESQ. (see email)
Nevada Bar No. 13157
THE ISSO & HUGHES LAW FIRM
Attorney for Natural Mother

Gmail

Patricia Warnock <patricia@buchmillerlaw.com>

McCallister/Newport

Jennifer Isso <ji@issohugheslaw.com> Mon, Jan 25, 2021 at 8:57 AM
To: Patricia Warnock <patricia@buchmillerlaw.com>

OK that is fine. Affix my e-signature and send to the court today pls. Ms. Newport does not have the SS numbers. I checked with her again yesterday.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
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702.434.4424 (main)
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WARNING - LEGAL CONFIDENTIALITY NOTICE. This electronic mail message contains confidential information intended only for the use of the individual or entity named above and may be protected by the attorney-client and/or attorney work product privilege. If the reader of this message is not the intended recipient, you are hereby informed that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately at (702) 434-4424 or by reply email and delete the original message and any copies from your system. Thank you.

From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Saturday, January 23, 2021 9:34 AM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister/Newport

[Quoted text hidden]

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of: Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)	CASE NO: G-19-052440-M DEPT. NO. Department B

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/26/2021

Jennifer Isso	ji@issohugheslaw.com
Eric Tucker	erict@issohugheslaw.com
Kate McCloskey	NVGCO@nvcourts.nv.gov
LaChasity Carroll	lcarroll@nvcourts.nv.gov
Patricia Warnock	patricia@buchmillerlaw.com
John Schaller	johnschaller01@gmail.com
Jayson Warnock	jayson@buchmillerlaw.com
Tyler Springer	tyler@buchmillerlaw.com

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Steven D. Grierson
CLERK OF THE COURT

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patricia@buchmillerlaw.com
jschaller@buchmillerlaw.com
Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that a FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS was duly entered on the 26th day of January 2021, in the above-entitled matter, and is attached hereto and incorporated herewith as fully set forth.

DATED this 27th day of January, 2021.

JOHN BUCHMILLER & ASSOCIATES, LLC

/s/ PATRICIA WARNOCK, ESQ.
PATRICIA WARNOCK, ESQ.
Nevada Bar #14432
JOHN SCHALLER, ESQ.
Nevada Bar #15092
JOHN BUCHMILLER & ASSOCIATES, LLC
516 South Fourth Street, Las Vegas, Nevada 89101
Phone: (702) 849-0616
Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

CERTIFICATE OF ELECTRONIC SERVICE

A COPY OF the foregoing NOTICE OF ENTRY OF ORDER in the above-captioned matter was filed and served today via the Court's e-filing service to the following e-mail addresses:

Jennifer Isso: ji@issohugheslaw.com

Eric Tucker: erict@issohugheslaw.com

LaChasity Carroll: lcarroll@nvcourts.nv.gov

Kate McCloskey: NVGCO@nvcourts.nv.gov

DATED this 27th day of January, 2021.

/s/ Tyler Springer
An Employee of John Buchmiller & Associates, LLC

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CLERK OF THE COURT

FFCL
PATRICIA WARNOCK, ESQ.
Nevada Bar #14432
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Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: 11/20/20

FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS

The PETITION TO TERMINATE GUARDIANSHIP ("Petition") filed in this matter on October 21, 2020, by Natural Mother, Erin Newport, through her Counsel, JENNIFER ISSO, ESQ., and objected to by the Co-Guardians, Montrail Green, and Jermia Coaxum-Green, by and through their counsel PATRICIA WARNOCK, ESQ., of the law firm JOHN BUCHMILLER AND ASSOCIATES, LLC. In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through BlueJeans. This matter having

come on for hearing on November 20, 2020. The Honorable Linda Marquis and all parties having appeared via Blue Jeans.

The Court having reviewed the Petition, Exhibits and the pleadings and papers on file herein, having heard oral arguments of counsel, and Objections by Co-Guardians, and being fully advised of the premises, and good cause appearing therefore makes the following findings of fact and conclusions of law.

Attorney Warnock advised she filed an objection to the Petition last night. Attorney Warnock stated the Guardians' objections to Natural Mother's request to terminate the guardianship. Attorney Isso stated she reviewed the objection this morning and responded to the objections. Attorney Isso advised Natural Mother is able to provide for the children and would be willing to keep the children at their current school. Additional arguments made by counsel. Attorney Warnock advised the Protected Minors were enrolled in school, they have been meeting with a therapist, they meet online with a speech pathologist three times a week, and they are scheduled to have their IEP meeting shortly.

Upon Court's inquiry, Attorney Warnock stated Natural Mother, through Attorney Isso, objected to the guardianship when it was granted. Attorney Isso and Attorney Warnock made statements regarding where the children were living at the time the guardianship was granted. Attorney Warnock stated Natural Mother has not had the children living with her for most of their lives. Court noted a consent for guardianship was not filed when guardianship was granted. Court reviewed the history of the case with regard to Natural Mother further noted it made findings

Court stated FINDINGS on the record in order to determine which standard for termination of guardianship applied. Attorney Isso requested additional time to review the

objections filed yesterday. Court stated it did not read the objection filed yesterday, and based on the statements made in the Petition, the burden of proof was not met.

I. FINDINGS OF FACT

A. Petition to Terminate Guardianship Denied.

THE COURT FINDS THAT Montrail Green and Jermia Coaxum-Green were appointed co-guardians of the protected persons, twin girls Mariah McCallister and Malan McCallister on February 25, 2020.

THE COURT FURTHER FINDS THAT Natural Mother filed a Petition to terminate Guardianship on October 21, 2020.

THE COURT FURTHER FINDS THAT Co-Guardians filed an objection to the Petition to Terminate Guardianship.

THE COURT FURTHER FINDS that the Natural Mother objected to the Guardianship and did not file a consent to the Guardianship at any of the previous hearings, including on November 20, 2019, January 9, 2020, and February 25, 2020, when appearing in court via telephone.

THE COURT FINDS THAT pursuant to NRS 159A.1905 Natural Mother must show by clear and convincing evidence that termination or modification of the protected persons would be in the best interests of the protected persons and that burden of proof lies on Natural Mother pursuant to NRS 159A.1905.

THE COURT FURTHER FINDS that the Guardians objected to the termination of the guardianship.

THE COURT FURTHR FINDS THAT Guardians have concerns regarding the validity of the authenticity of the exhibits attached to the filing of the petition to terminate.

THE COURT FURTHER FINDS THAT even if it accepted the exhibits filed in support of Natural Mother's Petition to Terminate as true and correct, Natural Mother's petition would still be insufficient to show that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship.

THE COURT FURTHER FINDS THAT even if it accepted everything filed as true and correct, Natural Mother still did not meet her burden of proof by clear and convincing evidence as required by NRS 159A.1905 that the children's welfare would be substantially enhanced by placement with the Natural Mother.

THE COURT FURTHER FINDS THAT the protected persons are in school and have been with the Guardians for a substantial amount of time.

THE COURT FURTHER FINDS THAT the protected persons are receiving services in addition to school, and that the Guardians are making sure they are receiving those services.

THE COURT FURTHER FINDS THAT Natural Mother failed to meet the burden of proof required to terminate the guardianship and denied Natural Mother's Petition to Terminate.

II. CONCLUSIONS OF LAW

1. Pursuant to NRS 159A.1915, a parent has the burden of proof to show by clear and convincing evidence that there has been a material change of circumstances since the time the guardianship was created. The parent must show that, as part of the change of circumstances, the parent has been restored to suitability; and if a parent consents to the guardianship when it is created, the parent must also show by clear and convincing evidence that the welfare of the protected minor would be substantially enhanced by the termination of the guardianship and the placement of the protected minor with the parent.

2. Pursuant to NRS 159A.1919, if the parent consented to the guardianship when it was created, the parent is required to make only that showing set forth in paragraph (a) of subsection 1: that, as part of the change of circumstances, the parent has been restored to suitability.

3. Natural Mother has not met her burden of proving by clear and convincing evidence that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship and the placement of the protected minors with the parent.

III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Petition to terminate is DENIED;

Dated this 26th day of January, 2021

Linda Marquis

HONORABLE JUDGE LINDA MARQUIS

DB8 F15 9E91 B74D
Linda Marquis
District Court Judge

Submitted By:
/s/Patricia Warnock, , Esq.
PATRICIA WARNOCK, ESQ.
Nevada Bar No. 14432
JOHN BUCHMILLER & ASSOCIATES, LLC.
516 S. Fourth Street,
Las Vegas, Nevada 89101
Attorney for Co-Guardians

Approved as to Form and Content

/s/ Jennifer Isso
JENNIFER ISSO, ESQ. (see email)
Nevada Bar No. 13157
THE ISSO & HUGHES LAW FIRM
Attorney for Natural Mother

Gmail

Patricia Warnock <patricia@buchmillerlaw.com>

McCallister/Newport

Jennifer Isso <ji@issohugheslaw.com> Mon, Jan 25, 2021 at 8:57 AM
To: Patricia Warnock <patricia@buchmillerlaw.com>

OK that is fine. Affix my e-signature and send to the court today pls. Ms. Newport does not have the SS numbers. I checked with her again yesterday.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
Henderson, NV 89074
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From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Saturday, January 23, 2021 9:34 AM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister/Newport

[Quoted text hidden]

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of: Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)	CASE NO: G-19-052440-M DEPT. NO. Department B

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/26/2021

Jennifer Isso	ji@issohugheslaw.com
Eric Tucker	erict@issohugheslaw.com
Kate McCloskey	NVGCO@nvcourts.nv.gov
LaChasity Carroll	lcarroll@nvcourts.nv.gov
Patricia Warnock	patricia@buchmillerlaw.com
John Schaller	johnschaller01@gmail.com
Jayson Warnock	jayson@buchmillerlaw.com
Tyler Springer	tyler@buchmillerlaw.com

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Steven D. Grierson
CLERK OF THE COURT

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patricia@buchmillerlaw.com
jschaller@buchmillerlaw.com
Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that a FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS was duly entered on the 26th day of January 2021, in the above-entitled matter, and is attached hereto and incorporated herewith as fully set forth.

DATED this 27th day of January, 2021.

JOHN BUCHMILLER & ASSOCIATES, LLC

/s/ PATRICIA WARNOCK, ESQ.
PATRICIA WARNOCK, ESQ.
Nevada Bar #14432
JOHN SCHALLER, ESQ.
Nevada Bar #15092
JOHN BUCHMILLER & ASSOCIATES, LLC
516 South Fourth Street, Las Vegas, Nevada 89101
Phone: (702) 849-0616
Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

CERTIFICATE OF ELECTRONIC SERVICE

A COPY OF the foregoing NOTICE OF ENTRY OF ORDER in the above-captioned matter was filed and served today via the Court's e-filing service to the following e-mail addresses:

Jennifer Isso: ji@issohugheslaw.com

Eric Tucker: erict@issohugheslaw.com

LaChasity Carroll: lcarroll@nvcourts.nv.gov

Kate McCloskey: NVGCO@nvcourts.nv.gov

DATED this 27th day of January, 2021.

/s/ Tyler Springer
An Employee of John Buchmiller & Associates, LLC

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CLERK OF THE COURT

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Attorneys for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B HEARING DATE: 12/28/2020

FINDING OF FACT CONCLUSIONS OF LAW, AND ORDER DENYING PETITION TO TERMINATE GUARDIANSHIP OF THE PROTECTED PERSONS

An Amended Petition to Terminate Guardianship ("Petition") was filed in this matter on October 21, 2020, by Natural Mother, Erin Newport, through her Counsel, JENNIFER ISSO, ESQ., and objected to by the Co-Guardians, Montrail Green, and Jermia Coaxum-Green, by and through their counsel PATRICIA WARNOCK, ESQ., of the law firm JOHN BUCHMILLER AND ASSOCIATES, LLC. ("Petition") This matter having come on for hearing on December 28, 2020.

In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through Blue Jeans. The Honorable Linda Marquis and all parties having appeared via Blue Jeans.

The Court reviewed the pleadings on file.

Ms. Isso stated reasons for filing an amended petition just a few days after the termination of guardianship was denied, and made statements in support of Natural Mother's request to terminate the guardianship. Arguments were made by counsel as to whether or not Natural Mother originally consented to the guardianship. Arguments made by counsel as to whether or not Natural Mother originally consented to the guardianship.

Ms. Warnock made statements regarding Natural Mother's inconsistency to be in the minor children's lives, a telephone visitation schedule, Natural Mother's inability to make telephone calls in a timely manner. Ms. Warnock stated Protected Minors' medical and educational needs and the additional assistance the children receive through their IEPs.

Additional arguments by counsel. Ms. Isso requested an evidentiary hearing in the event Court was unwilling to terminate the guardianship. The Court noted, that due to the filing of Amended Petition within four days of Court's previous denial, Court considered the Amended Petition as a Motion to Reconsider and a New Petition to Terminate Guardianship.

Ms. Isso indicated that Mom provided certain documentation regarding the Nevada housing, bedroom and employment and that Mom was physically in California at the time of the previous hearings.

The Court noted although Natural Mother had entered into a temporary six-month guardianship, no consent to a court-appointed permanent guardianship was filed at the time Court granted guardianship.

The Court having reviewed the Petition, Exhibits and the pleadings and papers on file herein, having heard oral arguments of counsel, and Objections by Co-Guardians, and being fully advised of the premises, and good cause appearing therefore makes the following findings of fact and conclusions of law.

I. FINDINGS OF FACT

A. Petition to Terminate Guardianship Denied.

THE COURT FINDS THAT Montrail Green and Jermia Coaxum-Green were appointed co-guardians of the protected persons, twin girls Mariah McCallister and Malan McCallister on February 25, 2020.

THE COURT FURTHER FINDS THAT Natural Mother filed a Petition to terminate Guardianship on October 21, 2020.

THE COURT FURTHER FINDS THAT the Petition to Terminate Guardianship filed on October 21, 2020, was denied at the November 20, 2020 hearing.

THE COURT FURTHER FINDS THAT Natural Mother filed an Amended Petition to Terminate Guardianship on November 24, 2020.

THE COURT FURTHER FINDS THAT Natural Mother did sign a temporary six-month guardianship to give her father (the protected persons' grandfather) temporary guardianship.

THE COURT FURTHER FINDS THAT the six-month temporary guardianship is different than the instant action for permanent guardianship as it does not involve the Courts.

THE COURT FURTHER FINDS THAT the instant action concerns a Petition for permanent guardianship.

THE COURT FURTHER FINDS THAT Ms. Isso objected to service: who needed service and lack of service.

THE COURT FURTHER FINDS THAT consent to a guardianship needs to be filed with the Court in a certain format and that no such consent was filed with the Court in any format.

THE COURT FURTHER FINDS THAT Natural Mother never petitioned for consent and the six-month temporary guardianship was not a consent to the instant permanent Guardianship.

THE COURT FURTHER FINDS that Paternal Grandfather could not serve as Guardian because of his criminal history.

THE COURT FURTHER FINDS THAT it appointed an investigator who made findings that the children lacked medical care and had significant speech issues.

THE COURT FURTHER FOUND THAT the minor children should have been in kindergarten at that time and were not.

THE COURT FURTHER FINDS THAT THE it applied the correct standard at the November 20, 2020 hearing.

THE COURT FURTHER FINDS THAT Natural Mother failed to meet the burden of proof required to terminate the guardianship and denied Natural Mother's Petition to Terminate.

II. CONCLUSIONS OF LAW

1. Pursuant to NRS 159A.1915, a parent has the burden of proof to show by clear and convincing evidence that there has been a material change of circumstances since the time the

guardianship was created. The parent must show that, as part of the change of circumstances, the parent has been restored to suitability; and if a parent consents to the guardianship when it is created, the parent must also show by clear and convincing evidence that the welfare of the protected minor would be substantially enhanced by the termination of the guardianship and the placement of the protected minor with the parent.

2. Pursuant to NRS 159A.1919, if the parent consented to the guardianship when it was created, the parent is required to make only that showing set forth in paragraph (a) of subsection 1: that, as part of the change of circumstances, the parent has been restored to suitability.

3. Natural Mother has not met her burden of proving by clear and convincing evidence that the welfare of the protected minors would be substantially enhanced by the termination of the guardianship and the placement of the protected minors with the parent.

III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Amended Petition to terminate is DENIED;

IT IS FURTHER ORDERED THAT the Guardians shall provide a copy of the Protected Minors' IEPs, any progress reports related to their IEPs, a copy of their updated immunizations, and a copy of Protected Minors' report cards each SEMESTER, to Natural Mother via the e-mail listed in court records, or through counsel.

IT IS FURTHER ORDERED THAT Natural Mother shall have FaceTime or telephone visits every Wednesday at 5:00 PM, and every Saturday at 12:00 PM (noon). Natural Mother's calls shall be timely. The FaceTime/telephone visits shall be child-centered, and developmentally appropriate for the age of Protected Minors. Natural Mother may assist Protected Minors with speech therapy homework during telephone calls. Guardians shall e-mail a copy of the homework and sight words to Natural Mother.

THE COURT FURTHER ORDERED THAT Counsel shall communicate after 60 days to determine additional telephone visitation and whether in-person visitation is appropriate. If counsel is unable to come to an agreement, matter may be set on Court's calendar.

Dated this 26th day of January, 2021

Dated this ____ day of _____, 2021.

Linda Marquis

4E9 AD9 F238 6C23
Linda Marquis
District Court Judge

_____
HONORABLE JUDGE LINDA MARQUIS

Submitted By:
/s/Patricia Warnock, Esq.
PATRICIA WARNOCK, ESQ.
Nevada Bar No. 14432
JOHN BUCHMILLER & ASSOCIATES, LLC.
516 S. Fourth Street,
Las Vegas, Nevada 89101
Attorney for Co-Guardians

Approved as to Form and Content

/s/ Jennifer Isso
JENNIFER ISSO, ESQ. (see email)
Nevada Bar No. 13157
THE ISSO & HUGHES LAW FIRM
Attorney for Natural Mother

Gmail

Patricia Warnock <patricia@buchmillerlaw.com>

McCallister/Newport

Jennifer Isso <ji@issohugheslaw.com> Mon, Jan 25, 2021 at 8:57 AM
To: Patricia Warnock <patricia@buchmillerlaw.com>

OK that is fine. Affix my e-signature and send to the court today pls. Ms. Newport does not have the SS numbers. I checked with her again yesterday.

Jennifer Isso, Esq.
Isso & Hughes Law Firm
2470 Saint Rose Parkway, Suite 306
Henderson, NV 89074
702.434.4424 (main)
702.712.7811 (cell)
ji@issohugheslaw.com (email)
www.issoandhugheslawfirm.com (website)

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From: Patricia Warnock <patricia@buchmillerlaw.com>
Sent: Saturday, January 23, 2021 9:34 AM
To: Jennifer Isso <ji@issohugheslaw.com>
Subject: Re: McCallister/Newport

[Quoted text hidden]

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of: Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)	CASE NO: G-19-052440-M DEPT. NO. Department B

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/26/2021

Jennifer Isso	ji@issohugheslaw.com
Eric Tucker	erict@issohugheslaw.com
Kate McCloskey	NVGCO@nvcourts.nv.gov
LaChasity Carroll	lcarroll@nvcourts.nv.gov
Patricia Warnock	patricia@buchmillerlaw.com
John Schaller	johnschaller01@gmail.com
Jayson Warnock	jayson@buchmillerlaw.com
Tyler Springer	tyler@buchmillerlaw.com

Electronically Filed
1/27/2021 2:11 PM
Steven D. Grierson
CLERK OF THE COURT

NOTC
THE ISSO & HUGHES LAW FIRM
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 Saint Rose Parkway #306f
Henderson, Nevada 89074
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Natural Mother

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Minors: Malan Faith McCallister and Mariah Grace McCallister Protected Minors.	CASE NO: **G-19-052440-M** DEPT: B

NOTICE OF WITHDRAWAL OF UNBUNDLED ATTORNEY

JENNIFER ISSO, ESQ., attorney of record for the Natural Mother Erin Newport, hereby withdraws as attorney of record, pursuant to EDCR 5.209 and Rule 46. The undersigned was engaged *Unbundled*, and for the *limited capacity* of attending the Hearing on December 28, 2020. The Natural Mother has not retained this office for further work. Her last known address is 7100 Grand Montecito Parkway #1074, Las Vegas, NV. 89149.

DATED this 27th day of January, 2021.

_/s/ Jennifer Isso_____
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
2470 Saint Rose Parkway #306f
Henderson, Nevada 89074
Attorney for Natural Mother

CERTIFICATE OF SERVICE AND MAILING

I, the undersigned, hereby certify that on the 27th day of January, 2021, I served Natural Mother's Notice of Withdrawal of Counsel by Odyssey E-Service and mailed to:

PATRICIA WARNOCK ESQ.
Attorney

Erin Newport
7100 Grand Montecito Parkway #1074,
Las Vegas, NV. 89149

/s/ Jennifer Isso___
The Isso & Hughes Law Firm

Electronically Filed
2/8/2021 11:10 PM
Steven D. Grierson
CLERK OF THE COURT

ERIN NEWPORT
7100 Grand Montecito Pkwy #1074
Las Vegas, NV 89149
(702) 672-6933
Petitioner/Mom in Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Minors, Malan Faith McCallister and Mariah Grace McCallister, Protected Minors.	Case No. G-19-052440-M Dept No. B **NOTICE OF APPEAL**

COMES NOW, ERIN NEWPORT, in Proper Person and gives notice that Plaintiff intends to file an Appeal in the above case, G-19-052440-M.

ERIN NEWPORT requests waiver of appeal bond in this matter, and authorization to proceed in Proper Person.

This notice pertains to the NOTICE OF ENTRY OF ORDER filed January 27, 2021, which did not agree to terminate guardianship and return children to mother.

Dated this 8th day of Feb., 2021.

ERIN NEWPORT
Plaintiff In Proper Person

Electronically Filed
2/8/2021 11:10 PM
Steven D. Grierson
CLERK OF THE COURT

ERIN NEWPORT
7100 Grand Montecito Pkwy #1074
Las Vegas, NV 89149
(702) 672-6933
Petitioner Mom in Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Minors, Malan Faith McCallister and Mariah Grace McCallister, Protected Minors.	Case No. G-19-052440-M Dept No B

REQUEST FOR AUTHORIZATION TO PROCEED IN PROPER PERSON; WAIVER OF APPEAL BOND; AND TO TRANSMIT ENTIRE RECORD ON FILE

COMES NOW, ERIN NEWPORT, and requests authorization of the court to proceed in Proper Person, and that the court submit the entire record on file.

Petitioner ERIN NEWPORT also requests the court waive the bond in this matter.

Dated this 8th day of Feb, 2021.

ERIN NEWPORT
In Proper Person

Electronically Filed
2/8/2021 11:10 PM
Steven D. Grierson
CLERK OF THE COURT

ERIN NEWPORT
7100 Grand Montecito Pkwy #1074
Las Vegas, NV 89149
(702) 672-6933
Petitioner/Mom in Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Minors, Malan Faith McCallister and Mariah Grace McCallister, Protected Minors.	Case No. G-19-052440-M Dept No. B

CERTIFICATE OF MAILING

I hereby certify that on 8th day of Feb., 2021, I deposited for mailing a true and correct copy of the Notice of Appeal; Request for Authorization to Proceed in Proper Person; Waiver of Appeal Bond; and to Transmit Entire Record on File in the United States Post Office, First Class Mail, postage prepaid thereon, addressed to:

PATRICIA WARNOCK, ESQ.
JOHN SCHALLER, ESQ.
JOHN BUCHMILLER & ASSOCIATES
516 S. Fourth Street
Las Vegas, NV 89101

PERSON MAILING

Electronically Filed
2/10/2021 2:17 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

In the Matter of the Guardianship of: MAIAN FAITH MCCALLISTER; MARIAH GRACE MCCALLISTER, Protected Minor(s)	Case No: G-19-052440-M Dept No: B

CASE APPEAL STATEMENT

1. Appellant(s): Erin Newport

2. Judge: Linda Marquis

3. Appellant(s): Erin Newport

Counsel:

Erin Newport
7100 Grand Montecito Pkwy., #1074
Las Vegas, NV 89149

4. Respondent (s): Guardians Montrail Green and Jermia Coaxum-Green

Counsel:

Patricia Warnock, Esq.
516 S. Fourth St.
Las Vegas, NV 89101

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
   Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: October 30, 2019

10. Brief Description of the Nature of the Action: DOMESTIC - Guardianship

Type of Judgment or Order Being Appealed: Judgment

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Case involves Child Custody and/or Visitation: N/A
Appeal involves Child Custody and/or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 10 day of February 2021.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Erin Newport

Electronically Filed
3/10/2021 11:35 AM
Steven D. Grierson
CLERK OF THE COURT

SUBT
PATRICIA WARNOCK, ESQ.
Nevada Bar #14432
WARNOCK FAMILY LAW
5550 Painted Mirage, Suite 320
Las Vegas, Nevada 89149
Phone: (702) 278-9268 Fax: (702) 583-7373
PHWarnock@WarnockFamilyLaw.com
Attorney for Guardians Montrail Green and Jermia Coaxum-Green

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

In the Matter of the Guardianship of the Persons: MALAN FAITH MCCALLISTER and MARIAH GRACE MCCALLISTER, Protected Minors.	CASE NO: G-19-052440-M DEPT NO: B

NOTICE OF SUBSTITUTION OF COUNSEL

COMES NOW, Guardians, Montrail Green and Jermia Coaxum-Green, and respectfully requests that PATRICIA WARNOCK, ESQ., of WARNOCK FAMILY LAW substitute in as Plaintiff's Attorney of Record in the place and stead of RYAN HAMILTON of JOHN BUCHMILLER & ASSOCIATES in the above-entitled action.

DATED this ___ day of March, 2021.

By: Montrail green
Montrail Green

By: Jermia Coaxum Green
Jermia Coaxum-Green

CONSENT TO SUBSTITUTION

I, PATRICIA WARNOCK, ESQ., of WARNOCK FAMILY LAW hereby agree to this Substitution of Attorneys.

DATED this ___ day of March, 2021.

WARNOCK FAMILY LAW

/S/ Patricia Warnock, Esq..
PATRICIA WARNOCK, ESQ.
Nevada Bar # 14432
PHWarnock@WarnockFamilyLaw.com
5550Painted Mirage, Suite 320
Las Vegas, NV 89149
(702) 278-9268 (Phone/Text)

ACCEPTANCE OF SUBSTITUTION

RYAN HAMILTON, ESQ. of JOHN BUCHMILLER & ASSOCIATES. hereby consents to the substitution of PATRICIA WARNOCK, ESQ., of WARNOCK FAMILY LAW, in his place and stead as attorney of record for Guardians, Montrail Green and Jermia Coaxum-Green.

DATED this 10th day of March, 2021.

JOHN BUCHMILLER & ASSOCIATES

RYAN HAMILTON, ESQ.
Nevada Bar # 11587
ryan@buchmillerlaw.com
JOHN BUCHMILLER & ASSOCIATES
516 S. Fourth Street
Las Vegas, NV 89101
P (702) 805-0418

Signature: Jermia Coaxum (Mar 5, 2021 10:00 PST)
Email: jermiacoaxum@gmail.com

Signature: Montrail Green (Mar 5, 2021 17:26 EST)
Email: montrail.green@gmail.com

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Minor **COURT MINUTES** November 20, 2019

G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

November 20, 2019 **10:30 AM** **Citation to Appear**

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Tanya Stengel; Karen Christensen

PARTIES:
Erin Newport, Other, present
Jermia Coaxum, Petitioner, present
Malan McCallister, Protected Person, present
Mariah McCallister, Protected Person, present
Montrail Green, Petitioner, present
State Guardianship Compliance Officer, Agency, not present

Seth Strickland, Attorney, present

Patricia Warnock, Attorney, not present

JOURNAL ENTRIES

- CITATION TO APPEAR AND SHOW CAUSE REGARDING PETITION FOR APPOINTMENT OF GUARDIAN OVER TWO CHILDREN AND APPLICATION FOR ORDER SHORTENING TIME

Court Clerks: Karen Christensen, Tanya Stengel (ts)

Jennifer Isso, Nevada Bar #13157, appearing on behalf of Natural Mother.
Erin Newport, Natural Mother, appeared telephonically.
Kelly Newport, Maternal Grandfather, present.

Court noted the appearance of Proposed Protected Minors.

Court further noted it is missing proof of service and confidential identifiers for Proposed Protected Minors.

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Court and Counsel engaged in discussion regarding proof of service. Court noted it is missing the green receipts and proof of service for Billy and Lean Cary, Cindy Bean, and Joy Newport.

Attorney Isso stated there is no father listed on the birth certificates. Attorney Isso stated Natural Mother went to California to obtain employment and left Proposed Protected Minors with her father, Mr. Newport. Attorney Isso stated Proposed Protected Minors were visiting with Petitioners for the summer and then were not returned when Mr. Newport went to pick them up; at that time Natural Mother executed a 6 month Temporary Guardianship for Mr. Newport.

Attorney Strickland stated it is believed that Natural Mother is in Baltimore, Maryland working as an escort and has a warrant out for prostitution here in Las Vegas.

Court noted parties agree there is a need for a Guardianship and the Court will need to determine who is best suited to be Guardian. Court further noted it cannot procedurally move forward today due to lack of service.

Court, Counsel and parties engaged in discussion regarding Natural Father. Court noted there has been no determination of paternity; it is up to Attorney Strickland to figure out a way to get a paternity test.

Upon Inquiry from the Court, Natural Mother stated she executed a 6 month Temporary Guardianship giving Mr. Newport Temporary Guardianship of Proposed Protected Minors. Court noted it will not be making an Order to return Proposed Protected Minors; however that is the only controlling document in place until a decision is made.

COURT ORDERED,

Court shall order Child Protective Services (CPS) records for review.

A Supreme Court Investigator shall be APPOINTED to investigate this case. The Investigator shall speak with Proposed Protected Minors, review medical records, obtain background checks on every person living in every house related to this matter, and view homes for suitability.

Matter set for STATUS CHECK on 12/12/19 at 9:30 am for proof of service. Petitioner's appearances are WAIVED; may appear by telephone if a request is filed.

Matter set for HEARING on 2/25/20 at 9:30 am for Investigator's Report.

INTERIM CONDITIONS:

FUTURE HEARINGS:

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Minor **COURT MINUTES** January 09, 2020

G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

January 09, 2020 **10:30 AM** **Hearing**

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Karen Christensen; Tanya Stengel

PARTIES:
Erin Newport, Other, not present
Jermia Coaxum, Petitioner, Guardian of Person, not present — Patricia Warnock, Attorney, not present
Malan McCallister, Protected Person, not present
Mariah McCallister, Protected Person, not present
Montrail Green, Petitioner, Guardian of Person, not present — Patricia Warnock, Attorney, not present
State Guardianship Compliance Officer, Agency, not present

JOURNAL ENTRIES

- HEARING REGARDING PETITION FOR APPOINTMENT OF GUARDIAN OVER TWO CHILDREN

Court Clerks: Karen Christensen, Tanya Stengel (ts)

Kelly Newport, Maternal Grandfather, present.

The Court reviewed the case history and pleadings on file.

Attorney Strickland stated he filed updated addresses and Certificate of Mailing with attached

receipts.

Court, Counsel, and Mr. Newport engaged in discussion regarding service.

Attorney Strickland stated he looked into how to get a paternity test in prison and found out he would need an Order from the Court.

Court noted all further issues will be addressed at the next hearing.

COURT ORDERED, the following:

All previous Orders shall STAND.

Hearing set 2/25/20 at 9:30 am for Investigator's Report shall STAND.

INTERIM CONDITIONS:

FUTURE HEARINGS: Feb 25, 2020 9:30AM Hearing
Investigator's Report
RJC Courtroom 10A Marquis, Linda

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Minor **COURT MINUTES** February 25, 2020

G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

February 25, 2020 **9:30 AM** **Hearing**

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Karen Christensen; Tanya Stengel

PARTIES:
Erin Newport, Other, present
Jennifer Isso, Attorney, present
Jermia Coaxum, Petitioner, present
Malan McCallister, Protected Person, not present
Mariah McCallister, Protected Person, not present
Montrail Green, Petitioner, present
State Guardianship Compliance Officer, Agency, present

Jennifer Isso, Attorney, present

Patricia Warnock, Attorney, not present

JOURNAL ENTRIES

- HEARING: INVESTIGATOR'S REPORT

COURT CLERKS: Blanca Madrigal, Karen Christensen (kc)

LaChasity Carroll, Supreme Court Guardianship Compliance Officer, present.

Attorney Jennifer Isso, Nevada Bar #13157, appeared on behalf of Erin Newport in an UNBUNDLED capacity.

Erin Newport participated telephonically.

Maternal Grandfather, Kelly Newport, present.

Ms. Isso made statements regarding lack of service to Natural Mother, Grandfather and Grandmother. Court noted a Certificate of Service was filed showing service to all parties within two degrees of consanguinity. Court questioned if Ms. Isso thought aunts and uncles were within two degrees of consanguinity. Ms. Isso stated she was uncertain.

Court reviewed the investigator's report and noted Natural Mother and Grandfather had criminal histories.

Court and counsel engaged in discussion regarding whether or not Proposed Protected Minors were vaccinated. Ms. Isso provided immunization records for Court's review. A copy of the immunization records was made and LEFT-SIDE FILED.
Court noted although Natural Mother had stated she was against vaccinations, it appeared as though the children had started being immunized a few years ago, however there was no follow-up until earlier this month when the children had several vaccinations, with more scheduled next month.

Ms. Isso stated it was not known whether Petitioners were blood related to the children. Court reminded Ms. Isso Maternal Grandfather is unable to be appointed as guardian due to his criminal conviction. Argument as to whether the children were in the care of Petitioners for a few weeks or up to six months. Court questioned why family members would leave the children with Petitioners if they knew there was no blood relation. Maternal Grandfather stated he needed help with the children.

Court noted the CPS records were requested, and FINDS, the CPS records shall assist the Court in making a best interest determination. CPS records shall be ADMITTED as Court s Exhibit A.

Ms. Carroll made statements as to her report. She described Petitioners' and Mr. Newport's house visits.

Discussion as to why the children were not attending Kindergarten. Mr. Newport stated he contacted the school district and was told the children had to be five years old by August, or they had to wait for another year to attend school. Court noted the Clark County school district policy is that a child may attend Kindergarten if they turn five years old by September 30th of the new school year.

Ms. Warnock stated although the Petitioners may not be blood related, they care for the children and want to put them into school.

Ms. Isso questioned if there were enough beds for all of the children in Petitioners' home. Ms. Carroll responded. Court noted it is more concerned with unvaccinated children, and children who are not attending school.

Court stated its FINDINGS on the record.

COURT ORDERED:

Order Appointing Petitioners as Guardians over the Person shall be APPROVED and GRANTED. Ms. Warnock shall submit an Order for Court's signature.

Guardians shall pick up the Protected Minors from Maternal Grandfather TODAY at 3:00 PM (2/25/20). Maternal Grandfather's address stated on the record. Counsel shall file an Order to Show Cause if Maternal Grandfather does not comply with this order.

Case ADJUDICATED.

CLERK'S NOTE: Immediately following the hearing, COURT ORDERED, Protected Minors shall be enrolled in Kindergarten within thirty (30) days of this hearing.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Minor **COURT MINUTES** November 20, 2020

G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

November 20, 2020 **10:30 AM** **Citation to Appear**

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Karen Christensen; Tanya Stengel

PARTIES:
Erin Newport, Other, present
Jennifer Isso, Attorney, present
Jermia Coaxum, Petitioner, Guardian of Person, present
Malan McCallister, Protected Person, not present
Mariah McCallister, Protected Person, not present
Montrail Green, Petitioner, Guardian of Person, present
State Guardianship Compliance Officer, Agency, not present

Jennifer Isso, Attorney, present

Patricia Warnock, Attorney, present

JOURNAL ENTRIES

- CITATION TO APPEAR AND SHOW CAUSE: PETITION FOR TERMINATION OF GUARDIANSHIP

In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through BlueJeans.

Court Clerks: Tanya Stengel, Karen Christensen (kc)

Ms. Warnock advised she filed an objection to the Petition last night. Ms. Warnock stated the Guardians' objections to Natural Mother's request to terminate the guardianship.

Ms. Isso stated she reviewed the objection this morning and responded to the objections. Ms. Isso advised Natural Mother is able to provide for the children and would be willing to keep the children at their current school. Additional arguments made by counsel. Ms. Warnock advised the Protected Minors were enrolled in school, they have been meeting with a therapist, they meet online with a speech pathologist three times a week, and they are scheduled to have their IEP meeting shortly.

Upon Court's inquiry, Ms. Warnock stated Natural Mother, through Ms. Isso, objected to the guardianship when it was granted. Ms. Isso and Ms. Warnock made statements regarding where the children were living at the time the guardianship was granted. Ms. Warnock stated Natural Mother has not had the children living with her for most of their lives. Court noted a consent for guardianship was not filed when guardianship was granted. Court reviewed the history of the case with regard to Natural Mother further noted it made findings

Court stated FINDINGS on the record in order to determine which standard for termination of guardianship applied.

Ms. Isso requested additional time to review the objections filed yesterday. Court stated it did not read the objection filed yesterday, and based on the statements made in the Petition, the burden of proof was not met.

COURT ORDERED:

Petition for Termination of Guardianship shall be DENIED.

Ms. Warnock shall prepare and submit an Order for Court's signature.

INTERIM CONDITIONS:

FUTURE HEARINGS:

DISTRICT COURT
CLARK COUNTY, NEVADA

Guardianship of Minor **COURT MINUTES** December 28, 2020

G-19-052440-M In the Matter of the Guardianship of:
Mariah Grace McCallister, Malan Faith McCallister, Protected Minor(s)

December 28, 2020 10:00 AM **Citation to Appear**

HEARD BY: Marquis, Linda **COURTROOM:** RJC Courtroom 10A

COURT CLERK: Karen Christensen; Tanya Stengel

PARTIES:
Erin Newport, Other, present
Jennifer Isso, Attorney, present
Jermia Coaxum, Petitioner, Guardian of Person, present
Malan McCallister, Protected Person, not present
Mariah McCallister, Protected Person, not present
Montrail Green, Petitioner, Guardian of Person, present
State Guardianship Compliance Officer, Agency, not present

Jennifer Isso, Attorney, present

Patricia Warnock, Attorney, present

JOURNAL ENTRIES

- CITATION TO APPEAR AND SHOW CAUSE: PETITION FOR TERMINATION OF GUARDIANSHIP

In accordance with Administrative Order 20-01, out of an abundance of caution, and in order to prevent the spread of COVID-19 infection in the community, this Hearing was held via video conference through BlueJeans.

Court Clerks: Tanya Stengel, Karen Christensen (kc)

Court reviewed the pleadings on file.

Ms. Isso stated reasons for filing an amended petition just a few days after the termination of guardianship was denied, and made statements in support of Natural Mother's request to terminate the guardianship.

Arguments made by counsel as to whether or not Natural Mother originally consented to the guardianship.

Ms. Warnock made statements regarding Natural Mother's inconsistency to be in the minor children's lives, a telephone visitation schedule, Natural Mother's inability to make telephone calls in a timely manner. Ms. Warnock stated Protected Minors' medical and educational needs and the additional assistance the children receive through their IEPs.

Additional arguments by counsel. Ms. Isso requested an evidentiary hearing in the event Court was unwilling to terminate the guardianship.

Court noted, due to the filing of Amended Petition within days of Court's previous denial, Court considered the Amended Petitioner as a Motion to Reconsider and a New Petition to Terminate Guardianship.

Court noted although Natural Mother had entered into a temporary six month guardianship, no consent to a court-appointed permanent guardianship was filed at the time Court granted guardianship.

Court stated its FINDINGS on the record.

COURT ORDERED:

Petition for Termination of Guardianship and Motion for Reconsideration shall be DENIED.

Guardians shall provide a copy of the Protected Minors' IEPs, any progress reports related to their IEPs, a copy of their updated immunizations, and a copy of Protected Minors' report cards each SEMESTER, to Natural Mother via the e-mail listed in court records.

Natural Mother shall have FaceTime or telephone visits every Wednesday at 5:00 PM, and every Saturday at 12:00 PM (noon). Natural Mother's calls shall be timely. The FaceTime/telephone visits shall be child-centered, and developmentally appropriate for the age of Protected Minors. Natural Mother may assist Protected Minors with speech therapy homework during telephone calls. Guardians shall e-mail a copy of the homework and sight words to Natural Mother.

Counsel shall communicate after 60 days to determine additional telephone visitation and whether in-person visitation is appropriate. If counsel is unable to come to an agreement, matter may be set on Court's calendar.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Certification of Copy and Transmittal of Record

State of Nevada
County of Clark } **SS:**

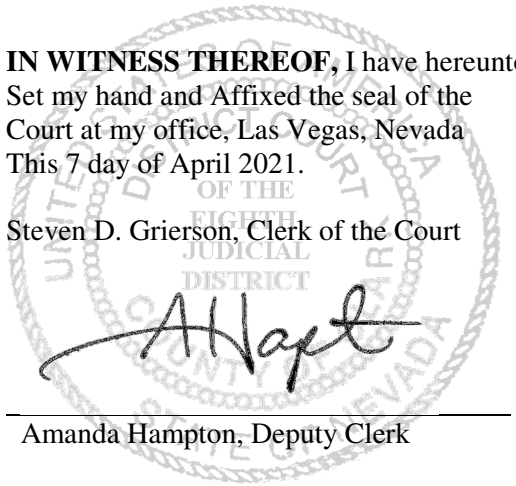
Pursuant to the Supreme Court order dated March 11, 2021, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises two volumes with pages numbered 1 through 421.

In the Matter of the Guardianship of: MAIAN FAITH MCCALLISTER; MARIAH GRACE MCCALLISTER, Protected Minor(s).	Case No: G-19-052440-M Dept. No: B

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 7 day of April 2021.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk