

**NEVADA DIVISION OF STATE PARKS  
TENANT RESIDENTIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, hereinafter referred to as LESSOR, for and on behalf of the DIVISION OF STATE PARKS, hereinafter referred to as PARKS, and \_\_\_\_\_, employee of PARKS, hereinafter referred to as LESSEE.

The parties hereto agree as follows:

**1. PREMISES**

LESSOR hereby leases to LESSEE the premises situated on the grounds of \_\_\_\_\_, property of the State of Nevada, further designated as \_\_\_\_\_. It is necessary and appropriate that the LESSEE be stationed on said premises and reside in said premises as required in the Park's Master Plan Chapter 6, Operating Procedures, 1.g. Housing.

**2. TERM**

The term of this Lease is four years (48 months). LESSOR and LESSEE, upon execution of this lease, shall agree upon the date the lease commences and insert said date into this agreement. LESSEE is entitled to enter upon the premises upon commencement of this agreement. This lease agreement may be extended for additional four year periods if both the LESSOR AND LESSEE agrees to extend the lease and if the LESSEE'S request to extend is received by LESSOR at least 30 days prior to the termination of the lease agreement. This lease agreement may be terminated upon LESSEE's transfer, termination of employment with PARKS, or otherwise upon termination as provided in paragraphs *herein*.

**3. CONSIDERATION FOR LEASE**

LESSOR AND PARKS agree that on-site residency by LESSEE and LESSEE'S availability to respond to emergency situations within the park; even after hours is sufficient consideration for this Lease agreement per NRS 322.063 and NDSP Policy #00-6. LESSOR and PARKS agree that residency is a benefit to PARKS. LESSEE may also be required to serve on standby status at designated times for which they will receive standby pay accordance with NAC 284.218.

**4. SECURITY AND CLEANING DEPOSIT**

LESSEE, agrees to deliver to PARKS, on or prior to the commencement date of this lease agreement and prior to occupation of the residence, the sum of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) for a combined security and cleaning deposit. This deposit shall ensure faithful performance by LESSEE of all the covenants, terms, and conditions of this contract inclusive of, but not restricted to, the payment of all fees, utilities, and charges and prompt performance of and/or payment for all maintenance obligations. In the event this Lease is extended or the LESSEE enters into another

residential lease with the LESSOR funds previously deposited with PARKS by the LESSEE shall be applied to the new or extended lease agreement.

Deposits are fully refundable only if all utility obligations have been paid in full and if the premises are left in as good or better conditions than on the date of the entry inspection excepting normal wear and tear. The LESSEE is responsible for repair of damages beyond normal wear and tear in the residence over and above their deposit.

#### **5. QUIET ENJOYMENT**

PARKS covenants that on performing the covenants herein contained, LESSEE shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

#### **6. USE OF PREMISES**

The demised premises shall be used and occupied by LESSEE exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession or trade of any kind, for any purpose other than as a private single family residence without prior written consent of PARKS. LESSEE shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises during the term of this Lease. Smoking is prohibited within the park residence.

#### **7. NUMBER OF OCCUPANTS**

LESSEE agrees that the demised premises shall be occupied by no more than \_\_\_\_ persons, consisting of \_\_\_\_ adults and \_\_\_\_ children. Number of occupants may be changed upon written approval of PARKS.

#### **8. CONDITION OF PREMISES**

LESSEE stipulates that they have examined the demised premises, including the grounds and all buildings and improvements and that they are at the time of the Lease in good order, repair and a safe, clean and tenantable condition. LESSEE and PARKS stipulate that they both have inspected the demised premises including the grounds and all buildings and improvements and together have noted any hazards, deficiencies or damages. Such inspections will become part of this agreement when written, and signed by both LESSEE and LESSOR and attached to this agreement.

#### **9. ASSIGNMENT AND SUBLETTING**

Without the prior written consent of PARKS and LESSOR, LESSEE shall not assign this Lease, nor sublet or grant any concession or license to use the premises or any part thereof. Any assignment, subletting, concession or license without the prior written consent of PARKS and LESSOR, or an assignment or subletting by operation of law, shall be void and shall, at PARKS option, terminate this Lease.

## **10. ALTERATIONS OR IMPROVEMENTS**

LESSEE shall make no alterations nor do any painting to the buildings on the demised premises without the prior written consent of PARKS. All alterations, changes and improvements built, constructed or placed on the demised premises by LESSEE, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between PARKS and LESSEE, be the property of PARKS and remain on the demised premises at the expiration or sooner of this Lease. Reference Policy #00-6.

## **11. DANGEROUS MATERIALS**

LESSEE shall not keep or have on the lease premises any article or things of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the lease premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

## **12. UTILITIES**

LESSEE shall be responsible for providing utility services on the premises. PARKS will not be responsible for payment for utility services. PARKS will provide a utility meter. The meter will be read by PARKS upon the LESSEE's move in and move out dates (Reference, Policy #00-6, paragraph XVII, Utilities). Any costs incurred by PARKS to settle any of LESSEE'S outstanding utility bills will be deducted from the LESSEE'S security and cleaning deposit. If the demised premises include either a propane or natural gas tank(s) it is the LESSEE'S responsibility to ensure the tank has been filled upon move out. If the tank(s) have not been filled upon move out PARKS will have the tank(s) filled and deduct the cost from the LESSEE'S security and cleaning deposit.

## **13. MAINTENANCE AND REPAIR**

The Premises will be maintained by both PARKS and LESSEE as follows:

A. PARKS, at PARKS' sole expenses, shall make and be liable for all repairs made to the heating system, flooring, electrical system, plumbing, sewer, irrigation, roofing, exterior walls, sidewalk and for other similar repairs required as a result of any defect of the leased premises as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of the of the LESSEE during the term of this Lease.

B. LESSEE, at LESSEE'S sole expense, shall maintain the yard and other areas of the premises in neat and clean condition in as good a state of repair as when first occupied, excepting for ordinary wear and tear, obsolescence, and damage by the elements, fire or other casualty. LESSEE shall regularly test and maintain the fire/smoke alarm detectors located within the Premises. LESSEE shall keep the driveway clear for ingress and egress and maintain the grounds area, drive way and parking area free of non operational and unregistered vehicles.

#### **14. PROPERTY DAMAGE**

LESSEE agrees to reimburse PARKS for any and all damage caused by LESSEE or their invitees or guests. Damage claims will be made in writing by PARKS to LESSEE.

#### **15. ANIMALS**

LESSEE shall be allowed to keep no more than \_\_\_\_\_ pets and/or livestock upon the leased premises. References, Policy #00-6, paragraph XVIII, Animals.

#### **16. RIGHT OF INSPECTION**

PARKS and its agents shall have the right at all reasonable times during the term of this Lease to enter the demised premises for the purpose of inspecting the premises. A minimum of one (1) inspection will be conducted biennially or at the discretion of the regional manager. PARKS will give a minimum of one (1) week notice of such inspection.

#### **17. HOLDOVER BY LESSEE**

In the event LESSEE remains in possession of the demised premises without the written consent of PARKS after the natural expiration of the Lease, LESSEE will be considered to be a holdover tenant and shall continue to be bound by the terms of this agreement until a new lease agreement is signed or the LESSEE moves out. A new tenancy from month to month may be created by PARKS which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either PARKS or LESSEE on the other party.

#### **18. SURRENDER OF PREMISES**

At the expiration of the Lease term, LESSEE shall quit and surrender the premises hereby demised in as good a state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. A Park Residence Inspection form (ADM-7b) will be completed upon move-out and compared to conditions that existed upon the move-in inspection. LESSEE will be responsible for cleaning and repairs necessitated by negligence.

#### **19. DEFAULT**

If any default is made in the performance or in compliance with any other term or condition hereof, the lease, at the option of PARKS, shall terminate and be forfeited, and PARKS may re-enter the premises and remove all persons therefrom. LESSEE shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if within ten (10) days of receipt of such notice, LESSEE has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

## **20. TERMINATION**

This Lease is subject to termination by PARKS upon THIRTY (30) days written notice to LESSEE if changes in Nevada Division of State Parks Policy #00-6, "Housing" require termination of said lease. The LESSEE may also terminate the lease upon THIRTY (30) days written notice to LESSOR of their intention of vacating state housing. LESSOR and PARKS retain the right to terminate this Lease for any reason upon NINETY (90) days written notice.

PARKS and LESSEE understand and agree that upon termination of employment of the LESSEE by PARKS, this Lease shall terminate upon the same day as LESSEE'S employment and that LESSEE shall surrender and vacate said premises no later than the last day of their employment. PARKS and LESSEE understand and agree that notification of termination by the employer shall be acknowledged and accepted by the LESSEE as written notice of lease termination and shall waive the standard THIRTY (30) day notice. Should the LESSEE remain in possession of the premises after the date of the LESSEE'S termination of employment by PARKS, LESSEE shall pay the fair market value rent as determined by LESSOR prorated from the last day of LESSEE'S employment to the day the LESSEE moves out.

## **21. ABANDONMENT**

If at any time during the term of this Lease, LESSEE abandons the demised premises or any part thereof, PARKS may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to LESSEE for damages or for any payment of any kind whatever, and may at its discretion, relet the demised premises. If PARKS right of re-entry is exercised following abandonment of the premises by LESSEE, then PARKS may consider any personal property belonging to LESSEE and left on the premises to also have been abandoned, in which case PARKS shall dispose of such property by any means which it deems proper and is hereby relieved of all liability for doing so.

## **22. RIGHT OF ENTRY**

PARKS shall have the right to enter the Premises for the purpose of viewing and ascertaining its condition. LESSEE has responsibility for the maintenance of peace and order on the Premises. In the event that LESSEE is unable to maintain peace and order, authorized personnel of PARKS may enter the Premises to do so.

In any case in which provision is made herein for the termination of this lease by PARKS or in the case of abandonment or vacating of the Premises by LESSEE, PARKS, in lieu of declaring forfeiture, may enter upon the Premises. To such end, LESSEE hereby irrevocably appoints PARKS, its agent, to remove any and all persons or property on said Premises whose occupation is in violation of the terms and conditions of this lease agreement. LESSEE agrees to save PARKS harmless from any loss or damage or claim arising out of the action of PARKS in pursuance of this section.

### **23. UNLAWFUL CONDUCT**

The LESSEE shall not use, permit or cause to be used any part of the said premises for any unlawful conduct or purpose. This Lease may be terminated by LESSOR or PARKS with FIFTEEN (15) day notice for such unlawful conduct. PARKS shall not prorate or rebate any rent security or cleaning deposits.

### **24. HOLD HARMLESS**

LESSEE and assigns covenants and agrees that he will at all times indemnify, defend and hold harmless THE STATE OF NEVADA, DIVISION OF STATE LANDS, and the DIVISION OF STATE PARKS, their officers, agents, or employees from and against:

A. Any and all liens, damages, claims, liabilities, causes of action, charges and demands of any and every nature and kind, including attorney's fees, which may at any time be established against the Premises or any part thereof as a consequence, directly or indirectly, of any act or omission of LESSEE or as a consequence, directly or indirectly, of the existence of LESSEE'S interest hereunder.

B. Any and all loss, costs, damage, or expense, including attorney's fees sustained by LESSOR and PARKS:

1. On account of or through the use of the Premises or any part thereof by LESSEE or LESSEE'S representative, agents, guests, invitees, or of any other person or persons whomsoever.

2. Arising out of, directly or indirectly, or due to any failure of LESSEE in any respect to promptly and faithfully satisfy LESSEE'S obligation hereunder.

3. Arising out of, directly or indirectly, or due to any accident or other occurrence causing injury to any person or persons or property whomsoever or whatsoever resulting from the use of the premises or any part thereof.

Any third party leases relating to the operation of this concession shall contain and include releases and indemnification for PARKS, its officers, agents, employees, leasers and assigns. PARKS shall assume no liability whatever of LESSEE. All rights of PARKS pursuant to NRS 41.035 et. seq. are reserved.

### **25. REQUIRED RESIDENCE**

As an employee of the Nevada Division of State Parks, LESSEE accepts assigned State Housing per Section 1 as a condition of employment. If said residence is vacated for reasons other than those listed in Section 2, Terms of the Residential Lease, employment with the Division will terminate. The effective date of termination will be the date the residence is vacated.

### **26. PARKS POLICIES**

Policies cited herein shall be attached hereto and be enforceable as part of this Lease.

**27. BINDING EFFECT**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assignees of the parties hereto, and all covenants are to be construed as conditions of this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease in \_\_\_\_\_ County,  
(Name of County)  
Nevada in the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have subscribed this RESIDENTIAL LEASE AGREEMENT on the day and year first above written.

**STATE OF NEVADA**  
**Division of State Lands**

By: \_\_\_\_\_  
Administrator or Designee, Ex-Officio State Land Registrar

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA  
ss  
CARSON CITY

On \_\_\_\_\_, \_\_\_\_\_  
personally appeared before me, a notary public, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above Instrument.

**APPROVED as to Form:**  
**FROM THE OFFICE OF THE**  
**ATTORNEY GENERAL THROUGH**

By: \_\_\_\_\_  
Deputy Attorney General

**LESSEE:**

By: \_\_\_\_\_

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

**APPROVED:**  
**STATE OF NEVADA**  
**Division of State Parks**

By: \_\_\_\_\_  
Regional Manager

By: \_\_\_\_\_  
Administrator or Designee