

BULLION APARTMENTS, LLC
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement"), made this ___ day of _____, 20___, by and between Bullion Apartments, LLC, a Nevada Corporation (hereinafter "OWNER") and _____(hereinafter "TENANTS"), which parties hereby agree as follows:

1) PREMISES AND RENT: TENANTS hereby agree to rent from OWNER, for residential purposes only, those certain Premises located at 750 South C Street, Virginia City, NV 89440, Apartment #____ (the "Premises"), for an initial term of twelve (12) months from the first day of _____, 2018 to the last day of _____, 2019 ("Term"). The TENANTS agree to pay to the OWNER through online transfer by ACH or credit card or at PO Box 1128 (800 South C St), Virginia City, NV 89440, 775-691-6106, a total sum of Sixteen Thousand Eight Hundred Dollars (\$16,800.00) as rent, payable at a monthly rate of Fourteen Hundred Dollars (\$1,400.00) commencing on _____. All such rent due and payable shall be paid in advance on or before the first day of each month of the Term hereof. If the TENANTS shall make default in payment of any rent reserved hereunder or any part thereof, or any additional rent payable hereunder, then, at the option of the OWNER and without any notice to the TENANTS, the ENTIRE RENT RESERVED FOR THE BALANCE OF THE AGREEMENT MAY BE DECLARED IMMEDIATELY DUE AND PAYABLE.

2) SECURITY DEPOSIT: TENANTS have deposited, or agree to deposit, with OWNER the sum of Fourteen Hundred Dollars (\$1400.00) as a Security Deposit. The deposit is solely a Security Deposit to be held for the full and faithful performance of all the terms of the Agreement by the TENANTS. THIS DEPOSIT IS NOT RENT AND SHALL NEVER BE APPLIED BY THE TENANTS AS PAYMENT IN WHOLE OR IN PART OF ANY RENTAL PAYMENT DUE UNDER THIS AGREEMENT. In the event of any violation of the terms of this Agreement by the TENANTS, the Security Deposit may be retained by the OWNER as liquidated damages or, at OWNER'S election, as payment of any rent then remaining due and unpaid by the TENANTS. Within forty-five (45) days after the expiration of the Term of this Agreement, the balance, if any, of said Security Deposit will be returned to the TENANTS after deducting therefrom rent owed, if any, and the amount necessary to return the Premises to the same condition as when the tenancy began and/or for damages, if in the discretion of the OWNER such charges are necessary in order to put the rented Premises in suitable condition for occupancy by a subsequent tenant. In the event the deductions exceed the amount of the Security Deposit, the excess shall become due and payable from the TENANTS, and shall be construed as part of the consideration to be paid to the OWNER, under the terms of this Agreement. OWNER will not pay interest on the Security Deposit during the time said deposit is in OWNER'S possession.

3) PAYMENT OF RENT: The TENANTS shall pay said rent in the manner aforesaid promptly and without demand at the address described above. If any check which TENANTS may tender to OWNER is not honored on presentation, TENANTS agree to pay an additional sum of Thirty-Five Dollars (\$35.00) and late fees as provided in the following paragraph (4) or paragraph (5), below, for all other payments. In addition, TENANTS agree to pay in cash the amount of the "bounced check," the \$35 "bounced check charge" and any late fees.

4) GRACE PERIOD: There is a five-day grace period for the payment of rent. All rent payments must be received by 5:00 p.m. on the fifth of each month.

5) **LATE FEES:** A late payment fee of Twenty-Five Dollars (\$25.00) will be charged on all rent unpaid as of 5:00 p.m. on the 5th day of the month of delinquency. Each additional day if the rent is not paid by 5:00 p.m. a late fee of Ten Dollars (\$10.00) fee will be added. The rent shall be declared owing from the date first due and all late charges shall be enforced. All late fees shall be calculated from the fifth day of each month. If the full rent payment (including late fees) is not made by 5:00 p.m. on any given day, late fees will be assessed for an additional day. Late fees shall continue to accrue despite the filing of an eviction and/or breach of contract action and shall continue to accrue until such time as TENANTS pay the full rent due (with late fees) or are evicted from or otherwise vacate the Premises. All late fees, whether for late rent or otherwise, shall be considered additional "rent" for purposes of this Agreement. Eviction will be filed on or after the fifth day of any given month.

6) **METHOD OF PAYMENT DELIVERY:** When TENANTS make payments, any method of payment delivery other than personal delivery to OWNER or their agent is at the TENANTS' risk. For example, if TENANTS make a payment via U.S. Mail and those payments become lost or delayed, OWNER will treat the payments as having not been made or as delinquent and will take all appropriate action thereafter (including, but not limited to, filing an eviction action and/or assessing late fees).

7) **PAYMENT DATES FALLING ON WEEKENDS OR HOLIDAYS:** If the date on which any payment is due falls on a weekend or holiday, the payment must be made no later than the last preceding business day before the holiday or weekend, unless prior arrangement is made with the OWNER.

8) **ALTERATIONS:** TENANTS shall make no alterations or improvements in or to the Premises or equipment therein without the express written consent of the OWNER. All alterations and additions to the Premises shall remain for the OWNER'S benefit; however, at the OWNER'S option, TENANTS may or shall remove all alterations and restore the Premises to their original condition upon termination of this Agreement or otherwise in the OWNER'S discretion.

9) **CONDITION OF BUILDING AND EQUIPMENT:** The TENANTS have examined and know the condition of the Premises and equipment and have received the same in good order and repair. TENANTS have signed the INSPECTION SHEET which is by reference incorporated herein and made a part hereof, and TENANTS acknowledge receipt of a copy of said INSPECTION SHEET. OWNER has made no representations to TENANTS as to the condition or repair of the Premises or equipment, other than those which are expressed herein.

10) **PETS:** TENANTS will not, UNDER ANY CIRCUMSTANCES, be permitted to keep any pets on the Premises unless stated in this lease and Pet Agreement is executed and signed. TENANTS agree to pay, in addition to all other payments due hereunder, an additional Five Hundred Dollars (\$500.00) in liquidated damages, and more if necessary, to repair damages from any pet, and to immediately vacate the Premises if any such pet is discovered to be living on the Premises without Pet Agreement

11) **WATERBEDS:** TENANTS shall not keep waterbeds or similar liquid-filled furniture in or about said Premises without specific written approval by OWNER and proof of insurance.

12) **SIGNS:** The TENANTS shall not paint upon, attach, exhibit, or display in or about the Premises, any signs, flags or placards. OWNER shall have the right to erect a "FOR RENT" sign on the Premises thirty (30) days prior to expiration of this Agreement and to erect a "FOR SALE" sign at any time.

13) RIGHT TO ENTER AND VIEW PREMISES: The OWNER may, at reasonable and proper times during the daytime or as TENANTS may otherwise permit, and with reasonable advance notification, enter the Premises to: inspect them; make necessary repairs, decorating, alterations or improvements; supply necessary services; show the Premises to those with a bona fide interest in inspecting the Premises; or, within 30 days of expiration of the Term of this Agreement, to show said Premises to persons wishing to rent or purchase the same. Except in cases of emergency, OWNER shall give TENANTS 24 hours' notice of intent to enter the Premises.

14) USE OF PREMISES: The Premises herein rented shall, during said Term, be used only for a one-family residence, having a maximum number of four (4) occupants, and shall be occupied by the TENANTS. The TENANTS shall not permit the Premises to be used for any immoral or unlawful purpose that will injure the reputation of the same, the building of which they are a part or the neighborhood. No load factor in excess of the design of the structure shall be allowed, and the OWNER will have the final decision thereon. The TENANTS will not use or keep in or about the Premises any article or thing which would in any way affect the validity of the Standard Fire Insurance Policy of the State of Nevada.

15) LIABILITY DISCLAIMED: OWNER shall not be liable for any damage or injury arising from any acts, omissions, or neglect of TENANTS and TENANTS agree to hold OWNER harmless from any claims for damages if caused by the negligent acts or omissions of TENANTS or their guests. TENANTS shall be responsible for damages caused by their misconduct or negligence and that of their family, licensees, invitees and guests. The OWNER shall not be responsible for any damage to personal property which is or would have otherwise been covered by renter's insurance and shall not, in any event, be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, or sewerage, or the bursting, leaking or running over of any wash stand, water closet, or waste pipes, nor for damage occasioned by water, snow, or ice being upon or coming through the roof, window or otherwise. All personal property upon the Premises shall be at the risk of the TENANTS only, and the OWNER shall not be liable for any damage thereto or theft thereof.

16) MAINTENANCE OF PREMISES: The TENANTS shall insure that the Premises and equipment are kept in as good repair as the same are in at the commencement of said Term, reasonable use and wear and tear excepted. TENANTS shall not deposit or throw anything into any lavatories in the demised Premises which will in any way stop the flow thereof, or cause the same to overflow. The TENANTS are NOT authorized to drive nails, tacks, or picture hangers into the walls, or attach screws, hangers, or other fasteners. TENANTS agree to be responsible for any damage or repair created by the attachment of same. TENANTS SHALL BE SOLELY RESPONSIBLE FOR ALL NECESSARY REPAIRS TO THE PREMISES DUE TO DAMAGE OR NEGLIGENCE DURING THE TERM OF THIS LEASE, INCLUDING ALL APPLIANCES OR OTHER FIXTURES REQUIRING REPAIR.

17) UTILITY BILLS AND SERVICES: During the Term of this Agreement, the OWNER shall pay the following bills: the mortgage (if any), property taxes, gas, electricity, power, water, sewer, internet, propane and garbage collection. TENANTS shall pay any additional bills not included in this lease.

18) MAINTENANCE OF GROUNDS: TENANTS shall be responsible for snow and ice removal in front of their Premises including stairs. OWNER shall be responsible for all expenses relating to exterior landscaping. TENANTS shall insure that grounds are maintained in such a manner as to leave them in at least as good a condition as the same are in at the commencement of said Term or in a manner acceptable to OWNER.

19) CLEANLINESS: The TENANTS shall keep the Premises in a clean and tenantable condition. Carpeting shall be vacuumed regularly. All window glass shall be kept clean. Halls, stairs, sidewalks, decks, porches, patios, balconies, and passage ways leading to the Premises shall at all times be kept clear from any obstructions, and without limitation thereof, particularly free from chairs, bicycles, tricycles, scooters, skateboards, toys, furniture, and trash. No garments are to be hung anywhere on the exterior of the building. Other standards of cleanliness shall be at the discretion of the OWNER. Failure of the TENANTS to maintain acceptable standards of cleanliness shall be grounds for immediate eviction.

20) MUNICIPAL RULES AND REGULATIONS: The TENANTS shall obey all lawful orders, rules, and regulations of the health officers, and all the health ordinances of Storey County and any other government body having jurisdiction thereof. In addition, TENANTS shall obey zoning ordinances and posted speed limits.

21) COMPLIANCE WITH RULES, REGULATIONS AND CC&R'S: TENANTS agree to abide by all of the rules, regulations, policies, and covenants, conditions and restrictions ("CC&R's") which govern the Bullion Apartments & Storage, of which the Premises are a part. Further, TENANTS agree to abide by all amendments and additions to said rules, regulations, policies and CC&R's which may be made from time to time. Failure to abide by said rules, regulations, policies and CC&R's shall constitute grounds for immediate eviction. TENANTS, at the time of execution of this Agreement, acknowledge all of the applicable rules, regulations, policies and CC&R's. (INITIALS: _____, _____)

22) RIGHT TO MAKE ALTERATION: The OWNER may, at reasonable and proper hours, and with reasonable notification, enter and make such alterations and repairs as the OWNER may deem reasonable and necessary.

23) ASSIGNMENT BY TENANTS: The TENANTS shall not assign this Agreement, nor let or sublet said Premises or any part thereof, furnished or unfurnished, without the express written consent of the OWNER, which consent may be withheld for any or no reason whatsoever in the Owner=s discretion.

24) DAMAGE BY FIRE OR OTHERWISE: In case the Premises shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible by and, unless the damage was caused by the willful or negligent act of the TENANTS, at the expense of the OWNER. In case the damages are so extensive as to render the Premises untenable, the rent shall cease until the damage is repaired. If the Premises are so damaged that the OWNER shall decide not to repair, or if time for repairs shall exceed thirty (30) days, this Agreement shall be terminated, the Premises surrendered, and the accrued rent, if any, shall be paid up to the time of the fire or other casualty. Any rents paid in advance by TENANTS shall be prorated and refunded based on the date of fire or other casualty within the terms of this paragraph.

25) ABANDONMENT: If the TENANTS shall vacate, surrender or abandon the Premises before the expiration of said Term, THE RENT FOR THE ENTIRE TERM SHALL AT ONCE BECOME DUE AND PAYABLE, AND THE OWNER MAY PROCEED TO COLLECT THE RENT FOR THE ENTIRE TERM AS IF, BY THE TERMS OF THIS AGREEMENT, THE ENTIRE RENT FOR THE ENTIRE TERM SHOULD BE MADE PAYABLE IN ADVANCE. However, TENANTS, in addition to being responsible for the expenses of re-letting the Premises, is responsible for payment of rent until the Premises are re-let or for the difference between what the TENANTS were paying in rent and what the OWNER can secure for a new tenant, for the balance of the Term of the original TENANTS.

26) NUISANCE: If the TENANTS, or any of their family, servants, animals or guests become intoxicated, disorderly, or create or permit any unnecessary noises (noises to include, without limitation, the operation of musical instruments, television sets, animals, stereo, or radio during the day or night to the extent that nearby neighbors make complaint for that reason) in or about the Premises, then, the OWNER may cancel this Agreement, and recover possession of the Premises.

27) TRANSFER OF SECURITY: In the event of a bona fide sale, subject to this Agreement, the OWNER shall have the right to transfer the Security Deposit to the vendee for the benefit of the TENANTS, and the OWNER shall be considered released by the TENANTS from all liability for the return of said Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to a new OWNER.

28) CONDEMNATION: Should the land or buildings, of which the Premises are a part, or any part thereof, be condemned for public use, this Agreement, at the option of the OWNER shall expire at the time the condemnor requires the Premises to be vacated, and the rent shall be pro-rated as of said date. No part of any award, however, shall belong to the TENANTS.

29) CANCELLATION: If the OWNER should sell the land or buildings prior to the expiration of this Agreement, and the purchaser thereof shall desire possession of said Premises, the TENANTS shall cancel this Agreement and surrender possession of said Premises, and will execute an instrument to effect a proper cancellation of this Agreement, and surrender the demised Premises within thirty (30) days following written notice of the cancellation of this Agreement. Notification shall be by registered mail addressed to the TENANTS at the Premises, and the Security Deposit shall be returned to TENANTS under the aforementioned conditions, less any allowable deductions hereunder.

30) CHANGE IN RENT RATE: Written notification of increase or decrease in annual rent rate from OWNER to TENANTS shall become an addendum to this Agreement, shall be tendered at least (30) days prior to the expiration of the Agreement, and shall establish the new rental rate upon a renewal of the existing Agreement.

31) END OF TERM: The TENANTS agree to quit and deliver up the Premises to the OWNER peaceably and quietly at the end of the Term and deliver the keys to the OWNER. UNLESS THE TENANTS OR OWNER, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE TERM OF THIS AGREEMENT AND OF EACH ANNIVERSARY THEREOF, GIVE WRITTEN NOTICE TO THE OTHER PARTY, THIS AGREEMENT SHALL BE EXTENDED ON A MONTH-TO-MONTH BASIS COMMENCING WITH THE ANNIVERSARY DATE HEREOF, AND ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE FOR SUCH EXTENDED PERIOD.

32) DEFAULT: OWNER may, at its option, terminate the tenancy and this Agreement for any of the following reasons during the Term of the Agreement:

- A. TENANTS' failure to timely pay rent, late charges, service fees, or any other costs or expenses provided for under this Agreement, all of which constitute "rent";
- B. TENANTS' failure to promptly correct any noncompliance with a law, ordinance, or governmental regulation, regardless of notice;

- C. TENANTS' failure to comply with a valid rule or regulation promulgated by OWNER or any homeowners' association with jurisdiction over the Premises;
- D. TENANTS' failure to comply with this Rental Agreement;
- E. TENANTS' failure to comply with his obligations as set forth in this Agreement or as delineated in Chapter 118A of the Nevada Revised Statutes;
- F. TENANTS engaging in conduct which constitutes an annoyance or nuisance to nearby neighbors;
- G. TENANTS' violation of any rule of conduct, occupancy, or use of the Premises;
- H. TENANTS' engaging in conduct which constitutes a nuisance as defined in NRS 40.140 or which violates a state law or local ordinance; or
- I. Damage to or destruction of the Premises to the extent that, in the Owner=s opinion, the enjoyment thereof is substantially impaired;

and for any reason whatsoever upon 30 days' notice if the TENANTS are operating under a month-to-month tenancy extension of this Agreement.

In the event OWNER, for any reason, terminates the tenancy and/or this Agreement, TENANTS shall be responsible and liable to OWNER for: (i) all rent and other charges which are due and/or remain unpaid at the time of the termination; plus (ii) all lost future rent and charges under this Agreement from the time of the termination which exceed the amount of lost rent and charges which TENANTS prove could have been reasonably avoided; plus (iii) the costs of re-letting the Premises for the remainder of the Term thereof; plus (iv) all other amounts necessary to compensate OWNER for the detriment proximately caused by TENANTS' failure to perform their obligations under this Agreement. However, if the tenancy is terminated as a result of a foreclosure upon the Premises during the Term hereof, OWNER agrees to immediately refund ALL rent paid by TENANTS during the Term of this Agreement.

33) CUMULATIVE REMEDIES: Upon termination of this Rental Agreement or the TENANTS' default, OWNER shall be entitled to exercise all of their rights and remedies permitted by law, including, but not limited to, the commencement or maintenance of a lawsuit or other proceedings against TENANTS seeking the recovery of rent, damages, late charges, attorney's fees, costs and expenses, recovery of possession of the Premises, and/or the removal of TENANTS and TENANTS' property from the Premises.

34) NON-WAIVER OF TERMS: Any delay or omission to exercise any right, power, or remedy accruing to OWNER upon any breach or default by TENANTS under this Agreement shall not be construed as a waiver of any breach. All waivers under this Agreement must be in writing. Moreover, OWNER'S acceptance of rent after default shall not be construed as a waiver of any right of OWNER or affect any notice or legal action theretofore given or commenced.

35) JOINT AND SEVERAL LIABILITY: TENANTS agree to be jointly and severally liable under the terms of this Agreement.

36) NOTICES: Any notices or communications required or permitted hereunder shall be in writing and shall be effective when personally delivered to or when addressed:

If to OWNER: Bullion Apartments, LLC
 PO BOX 1128
 915 South C Street
 Virginia City, NV 89440

If to TENANTS: -----

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either OWNER or TENANTS may, by notice to the other given as herein stated, change their mailing address for future notices hereunder.

37) BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns.

38) TIME IS OF THE ESSENCE: Time is of the essence as to the terms of this Agreement and the performance of all obligations hereunder.

39) PAYMENT OF COSTS AND ATTORNEY'S FEES: If OWNER or TENANTS initiate any legal action or proceeding which in any way arises out of this Rental Agreement (including, but not limited to, an action for breach hereof), TENANTS agree to pay all reasonable costs and attorney's fees which OWNER may incur in initiating, pursuing or defending such proceedings, even if such proceedings are terminated prior to a final judgment or other judicial resolution. Only if TENANTS completely prevail on every claim for relief in any such action or proceeding may the TENANTS avoid paying the costs and fees required by this paragraph.

40) ENTIRE AGREEMENT; INTERPRETATION: This Agreement includes the application signed by the TENANTS, which application is by this reference incorporated herein, this contract, the below ADDITIONAL TERMS and the INSPECTION SHEET attached hereto. This Agreement is the entire agreement between the parties and cannot be amended or modified except by a written agreement executed by both parties. OWNER has not made, and TENANTS are not relying upon, any warranties, representations, promises or statements made by OWNER or any agent of OWNER, except as expressly set forth herein. This Agreement supersedes any and all prior agreements and understandings between the parties. TENANTS acknowledge that they have read and understand this entire Agreement, has been afforded an opportunity to negotiate the terms contained herein, and has been provided an opportunity to consult with his own counsel prior to executing the Agreement such that this Agreement must not be construed against either party, but rather should be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

41) SEVERABILITY: The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provisions unenforceable, invalid, or illegal.

42) JURISDICTION, VENUE AND CHOICE OF LAW: Any disputes that relate in any way to this Agreement shall be litigated solely in Storey County, NV, and Nevada law shall apply.

IN WITNESS WHEREOF, the TENANTS and OWNER have caused this Agreement to be executed on the day and year first above written.

The undersigned have read the above Agreement and understand and agree to all the provisions thereof and further acknowledge that they have received a copy of said Agreement.

TENANTS

OWNER

Bullion Apartments, LLC

Xxxxx Xxxx

BY: _____

Jessica Fain, Owner

Xxxxx Xxxx

Date: _____

Date: _____



