

Patron Brothers Inc.
PO Box 73281
Las Vegas, Nevada 89170-3281
702-858-2626 or 702-496-4584
RESIDENTIAL LEASE AGREEMENT

This residential lease agreement (hereinafter "Lease") is entered into this the _____ day of _____ by and between the Lessor: Patron Brothers Inc./Laura Alcaraz and/or Rene Alcaraz, (hereinafter referred to as Landlord) and the Lessee(s): _____

All lessees (hereinafter referred to collectively as "tenant"), are jointly, severally, and individually bound by, and liable under, the terms and conditions of this lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Clark County, Nevada with the address of:

Including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by those whose name and ages are set forth below:

Occupancy is limited to the persons listed above and shall be solely used for residence and for no other purpose. Tenant agrees to pay \$ 20 per day for each guest remaining on the premises more than 20 days.

3. TERM OF LEASE: This lease shall commence on the _____ day of _____, and extend until its expiration on the _____ day of _____ unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this lease, Tenant shall deposit the sum of \$ _____ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to

the leased premises upon the termination of the lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit.

Tenant may not apply the security deposit to any rent due under this lease. If Landlord sells or assigns the leased premises, the landlord will have the right to transfer tenants security deposit to the new owner or assignee to hold under this lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit. The security deposit is forfeited if the tenancy period is not met (No EXCEPTIONS).

In compliance with Nevada Revised Statutes 118A.240 et seq:

Upon completion of the tenancy period, the landlord may claim of the security only such amounts as are reasonably necessary to remedy any default of the tenant in the payment of rent, to repair damages to the premises caused by the tenant other than normal wear and to pay the reasonable costs of cleaning the premises. The Landlord shall provide the tenant with an itemized written accounting of the disposition of the security and return any remaining portion of the security to the tenant no later than 30 days after the termination of the lease by handing it to him personally at the place where rent is paid, or by mailing it to him at his present address, or if that address is unknown, at the tenants last known address.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this lease in equal monthly installments of \$ _____, said installment for each month being due and payable on or before the **1ST day** of the month, the first full rent payment under this lease being due on the 1ST day of _____.

Tenant agrees that if rent is not paid in full on or before the **5TH day** of the month, Tenant will pay a late charge of \$ 65 as allowed by applicable Nevada Law. Personal checks will not be accepted after the **5TH day** of the month.

The prorated rent from the commencement of this lease to the first day of the following month plus the last month's rent of this lease is \$ _____, which amount shall be paid at the execution of this lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

[X] cash, [X] personal check, [X] money order, [X] cashiers check, [] other _____.

Rent payments shall be made payable to Patron Brothers Inc. and mailed or delivered to Box 73281 Las Vegas, Nevada 89170-3281. All notices from Tenant to Landlord under this lease and applicable Nevada law shall be delivered to the above address.

Tenant shall pay \$ 75 plus all applicable late fees for each check returned to the Landlord by Tenant's bank, for any reason. Acceptance of a check in no way grants the Tenant credit should there be insufficient funds in the account. Issuance of a bad check is a felony and may be immediately acted upon. If more than one check is returned to Landlord by tenant's bank for any reason during the term of this Lease agreement, Landlord reserves the right to disallow future

payments in the form of a check. **Additional fees will be charged for service of legal notice for nonpayment of rents as follows according to actual costs incurred:**

\$ 75 For service of 5 day pay or quit or \$ 160 for 24 hr eviction notice.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlords agent receives the rent monies, either by mail or delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one tenant shall be no bar to an action against other tenants.

6. -CONSEQUENCES OF BREACH BY TENANT: If tenant, by any act or omission, or by an act of omission of any tenant's family or invitees, licensees and/or guests, violates any terms or conditions of this lease or any other documents made a part hereof by reference or attachment, tenant shall be considered in breach of this lease (breach by one tenant shall be breach by all tenants where tenant is more than one person).

In compliance with Nevada Revised Statute 118A.430:

In case of such breach, Landlord may deliver a written notice to the tenant in breach specifying the acts and omissions constituting the breach and that the lease agreement will terminate upon a date not less than (5) days after the receipt of the notice if the breach is not remedied within a reasonable time not in excess of (5) days; and the lease agreement shall terminate and the tenant shall surrender possession as provided in the notice subject to the following:

If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, or authorizes Landlord to make the repairs at Tenant's expense, then the lease Agreement shall not terminate.

Tenant expressly agrees and understands that upon Landlords termination of this lease, the entire remaining balance of unpaid rent for the remaining term of this lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of the Tenants security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. -DELIVERY OF NOTICES: Any giving of notice under this lease or applicable Nevada law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to the Tenants last known post office address, or hand delivered, or placed in Tenants mailbox. If Tenant is more than one person, then notice to one shall be notice to all.

8. -UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Cable, Television, Water,
 Garbage pick-up, Landscape Maintenance, Sewer.

Landlord will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Cable, Television, Water,
 Garbage pick-up, Landscape Maintenance, Sewer.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this lease. Utilities shall be for residential purposes only.

9. -NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least (30) days prior to the normal expiration of the term of this lease noted under the heading TERM OF LEASE above, tenant shall give written notice to Landlord of Tenants intention to surrender the residence at the expiration of the lease term. If said written notice is not timely given, the tenant shall become a month-to-month tenant as defined by applicable Nevada Law, and all provisions of this lease will remain in full force and effect, unless this lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month Tenant in the manner described above, Tenant must give a (30) thirty day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy landlord may terminate the month-to-month lease by serving tenant with a written notice of termination or by any other means allowed under applicable Nevada law. Upon termination, Tenant shall vacate the premises and deliver it unto Landlord on or before the expiration of the period of notice.

10. -MAINTENANCE AND REPAIRS: Tenant shall, at his own expense, keep and maintain the premises and appurtenances in good sanitary condition during the term of this lease and any renewal thereof. Tenant shall make all repairs to the plumbing, plumbing fixtures, range, heating and air conditioning systems, electric and gas fixtures, pool and associated equipment, whenever damage thereto results from tenants misuse, waste or neglect or that of his employee, family, agent or visitor. Tenant shall be responsible for all drain cleaning (unless required within the initial 48 hours of occupancy); all repairs contracted for by tenant, and all broken windows regardless of cause. Tenant shall maintain lawn and shrubs in good order. Such maintenance to include proper watering, mowing, trimming, and reutilizing (lawn, plants, and trees) unless lawn services are provided by landlord. Tenant shall always be responsible for watering the lawn. If lawn is not properly maintained, a lawn service will be contracted and the cost thereof added to the monthly rent. Tenant further agrees to change and/or clean, at his sole expense, air conditioner/heater filters at least every 30 days. If the air conditioner freezes up due to dirty air filters or improper thermostat setting by tenant, tenant will be charged for the cost of the repair. Major repair of maintenance of the premises not due to tenants misuse or neglect shall be the responsibility of the Landlord. A repair shall be deemed major if the cost equals or exceeds \$75.00 and shall be the responsibility of the tenant if less than that. Minor repairs include but not limited to replace-

ment of faucet washers and sprinkler heads. Minor repairs may not be accumulated to make a single service call major repair. Any obligations of the tenant not paid prior to tenant vacating the premises will be deducted from the deposit.

11. -OBLIGATIONS AND DUTIES OF TENANT: As per Nevada Revised Statutes 118A.310:

- a. Comply with the terms of the lease agreement;
- b. Keep that part of the premises which is occupied and used as clean and as safe as the condition of the premises permit;
- c. Dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a clean and safe manner.
- d. Keep all plumbing fixtures in the dwelling unit as clean as their condition permits;
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises;
- f. Not deliberately or negligently render the premises uninhabitable or destroy or deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- g. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- h. Abide by any and all rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Further, tenant agrees to abide by all amendments and additions to said rules after notice of said amendments or additions. Tenant, at the time of execution of this lease agreement, acknowledges that the receipt of a copy of all existing rules pertaining to the premises.

Tenant agrees that any violation of these provisions shall be considered a breach of this lease.

12. -NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by tenant without the prior written consent of the Landlord.

13. -TENANT INSURANCE: Landlord shall not be liable to the tenant, tenant's family or tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by acts of God, and tenant is therefore strongly encouraged to independently purchase insurance to protect tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

14. -CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that the tenant has examined the leased premises prior to the signing of this lease, or knowingly waived examination. Tenant acknowledges that the tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that the tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or as required by applicable Nevada Law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omission of tenant, tenant's family or tenant invitees, licensees, and/or guests.

If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of this lease, Tenant shall return the leased premises in as good condition as when taken by tenant at the commencement of the lease, with only normal wear-and-tear expected. Tenant shall have the right to remove from the premises tenant's fixtures placed thereon by tenant at his expense, provided, however, that the tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of tenants fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining expressed written consent of the Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by the Landlord. Tenant shall not contract for work to be done without first placing monies to sufficient to satisfy the contract price in an escrow account approved by the Landlord. All work shall be done at such times and in such a manner as Landlord may designate. If a construction or mechanics lien is placed on the leased premises as a result of the work, such shall be satisfied by tenant within ten (10) days thereafter at tenant's sole expense. Tenant shall be considered in breach of this lease upon failure to satisfy said lien.

16. NO ILLEGAL DRUG USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining illegal knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to tenant. A single violation of any of the provisions of this section shall be deemed serious violation and a material non-compliance with the lease agreement. It is further understood and agreed that a single violation shall be good cause for the termination of this lease agreement.

17. NOTICE OF INJURIES AND LIABILITY: In the event of any significant injury or damage to Tenants, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but no later than (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this lease. Landlord shall not be liable for any damage or injury to tenant, or any person, or to any property occurring on the premises or any part thereof, unless such liability is based on the negligent acts of the Landlord, his agents, or employees.

18. LANDLORDS RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for tenant for the sole purpose of executing and delivering in the name of the tenant

any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

19. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of tenant under this lease.

20. ABANDONMENT: Abandonment shall be defined as the absence of the tenant from the leased premises for a period of (7) or more consecutive days while rent or any owing monies remain unpaid – whereupon tenant will be considered in breach of this lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of the landlord under this lease or applicable Nevada law, except that in case of abandonment, Landlord or Landlord agents may immediately or any time thereafter enter and retake the leased premises as provide by applicable Nevada law, and terminate this lease without the notice to tenant.

21. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

22. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holdover, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to tenant for damages, but shall abate the rent for the period in which the tenant is unable to occupy the premises.

23. MATERIALITY OF APPLICATION TO RENT: All representations made by tenant(s) on the application to rent (or like titled document) are material to the grant of this lease, and the lease is granted only on the condition of the truthfulness and accuracy of said representations. If a failure to disclose a lack of truthfulness is discovered on said application, Landlord may deem tenant to be in breach of this lease.

24. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this lease. If, as per terms of this paragraph, any provision of this lease is newly added, modified or stricken out, the remainder of this lease shall remain in full force and effect.

25. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Nevada law.

26. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

27. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this lease, nor excuse any conduct contrary to the terms and conditions of this lease, nor be considered to create a pattern of conduct between the Landlord and tenant upon which tenant may rely upon if contrary to the terms and conditions of this lease.

28. ATTORNEYS FEES: In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

29. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

30. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or totally untenable by fire, windstorm, or any other cause beyond the control of the Landlord then this lease shall cease and terminate as of the date of such destruction, and rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of the Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within a reasonable time, restore said premises to substantially within the same condition the same were to in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

31. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this lease shall terminate on that date.

32. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Nevada Law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation in terms of this lease. Landlord shall give reasonable notice of intent to enter the premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's lien on all personal property placed upon the premises to secure payment of rent and any damages to the leased premises.

33. SURRENDER OF PREMISES: Upon termination of Tenant's tenancy whether by expiration of the term by Landlord or upon breach by tenant, the property shall be promptly vacated by Tenant and all of Tenant's personal property shall be removed. All keys shall be immediately returned to Landlord. In the event all keys are not returned, tenant will be charged the actual cost to

change the locks and prorate rent for each day after termination that the keys have not been returned. All of landlord's personal property (as listed in lease) shall be on the premises ready for inventory. Any item missing or damaged must be replaced/repared at Tenant's expense. All utilities must be on for inspection of the following: lawn shall be freshly mowed and edged, shrubs trimmed, cleaned, swimming pool/spa/filter system in good repair, windows cleaned, walls washed, cabinets and drawers cleaned inside and out, counter tops cleaned, sinks cleaned, refrigerator defrosted and clean, stove/oven cleaned, and exhaust fan free of grease, bathrooms clean, **carpets freshly and professionally steam cleaned and house professionally cleaned***, lighting fixtures clean and good bulbs in all sockets, air conditioning filters changed. Water softeners to be filled with salt, fireplaces cleaned out, washer and dryer clean and in good repair. Walls, doors, countertops, drapes, rods, and carpets in good condition as reasonable wear and tear will permit. Damage to walls/doors caused by Tenant's willful act, including but not limited to wall anchors, must be patched and painted at Tenant's expense. Any damage to the property not documented in writing during the initial check-in must be repaired at tenant's expense. All such repairs must be to landlord's satisfaction. If Tenant fails to vacate the premises, and if Landlord must perform any of the cleaning/repairs as stated herein, the actual cost will be deducted from the deposit. If the deposit is insufficient to cover said costs, Landlord may bring action for damages against Tenant, including reasonable attorney's fees.

***Tenant must use the following vendors:**

Carpet Cleaning - Hydrosteam Carpet Cleaning - Bill May 870-3737

House Cleaning - Porras Cleaning - Juana Aguilar 453-0519 or 236-7015

34. ADDITIONAL PROVISIONS: PETS: Tenant agrees that no animal, bird, or pet of any kind may be kept in, on or about the premises by the Tenant or his/her guests without prior separate, written agreement signed by Landlord.

35. TERMS OF AGREEMENT: The terms of this Lease Agreement, House rules or Policies adopted by the Landlord may be changed upon thirty (30) days lawful written notice to Tenant.

36. APPLIANCES: If provided are accepted "as is" condition and shall be for Tenant's convenience only. Said appliances will not be maintained by Landlord. Landlord assumes no liability for perishable refrigerated items in the event of mechanical or electrical failure. "Appliances" are defined as any free-standing, washer, dryer, refrigerator, water softening system etc. that is not built-in or provided by the builder.

37. WATER FURNITURE: No water furniture including waterbeds or aquariums will be allowed on the property.

38. NO SMOKING: Smoking of tobacco products is prohibited on the entire property. A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.

DISTRIBUTION OF FUNDS:

RENT FOR PERIOD _____ **TO** _____ **- \$** _____

RENT FOR PERIOD _____ **TO** _____ **- \$** _____

HOA / POOL KEY \$ _____

DAMAGE/SECURITY DEPOSIT \$ _____

PET FEE (NON-REFUNDABLE)-----\$ _____

KEYS RECEIVED:

DOOR _____

GARAGE REMOTE _____

POOL _____

SIGNED AND DATED:

TENANT - PRINT NAME _____

TENANT - PRINT NAME _____

TENANT - PRINT NAME _____

RENE ALCARAZ - LANDLORD - PATRON BROTHERS INC.