

Nevada Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Nevada Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. A telephone number at which a responsible person who resides in the county or within 60 miles of where the Premises is located may be called in case of emergency is {PropertyManagerPhone}. The principal or corporate owner is {PropertyOwnerEntity}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} “Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then {ACH_Fees}. Per NRS 118A.250, Landlord shall deliver to Tenant upon Tenant's request a signed written receipt for the security deposit and any other payments, deposits or fees, including rent, paid by Tenant and received by Landlord. Tenant may refuse to make rent payments until Landlord tenders the requested receipt.
6. **CHARGES AND FEES.** Per NRS 118A.210, if Tenant fails to pay the rent in full within three calendar days of the due date, Tenant shall pay Landlord a late charge of \${Late_Fee}. The late charge may not exceed five percent of the monthly rental amount. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. **[Note: per NRS 118A.242, the security deposit (including any last month's rent) may not exceed three months' rent.]**
 - B. **Allowable Charges.** Per NRS 118A.242, upon termination of the tenancy by either party for any reason, Landlord may claim of the security deposit only such amounts as are reasonably necessary to remedy any default of Tenant in the payment of rent, to repair damages to the Premises caused by Tenant *other than* normal wear, and to pay the reasonable costs of cleaning the Premises.
 - C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per NRS 118A.242, Landlord shall provide Tenant with an itemized written accounting of the disposition of the security deposit and return any remaining portion of the security deposit to Tenant no later than **30 days** after the termination of the tenancy by handing it to Tenant personally at the place where the rent is paid, or by mailing it to Tenant at Tenant's present address or, if that address is unknown, at Tenant's last known address.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.**
 - A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
 - B. **Failure To Supply Essential Services.** Per NRS 118A.380, if Landlord is required by this Agreement or by law to supply heat, air-conditioning, running water, hot water, electricity, gas, a functioning door lock, or another essential item or service and Landlord willfully or negligently fails to do so, causing the Premises to become unfit for habitation, Tenant shall give written notice to Landlord specifying the breach. If Landlord does not adequately remedy the breach, or use

Landlord's best efforts to remedy the breach within 48 hours, except a Saturday, Sunday, or legal holiday, after it is received by Landlord, Tenant may, in addition to any other remedy:

- i. procure reasonable amounts of such essential items or services during Landlord's noncompliance and deduct their actual and reasonable cost from the rent;
- ii. recover actual damages, including damages based upon the lack of use of the Premises or the diminution of the fair rental value of the Premises;
- iii. withhold any rent that becomes due during Landlord's noncompliance without incurring late fees, charges for notice, or any other charge or fee authorized by this Agreement or by law, until Landlord has attempted in good faith to restore the essential items or services; or
- iv. procure other housing which is comparable during Landlord's noncompliance, and the rent for the original Premises fully abates during this period. Tenant may recover the actual and reasonable cost of that other housing which is in excess of the amount of rent which is abated.

11. **SMOKING.** Smoking [{Smoking}](#) permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** Per NRS 118A.470, whenever this Agreement expires, as provided herein or by the exercise by Landlord of a right to terminate given Landlord under law, if Tenant continues in possession of the Premises after the date of termination without Landlord's consent, Landlord may bring an action for possession and for rent, and

Landlord may also recover Landlord's actual damages.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Per NRS 118A.300, Landlord may change the rental amount or other Agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **60 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per NRS 118A.370, if Landlord fails to deliver possession of the Premises to Tenant as provided in this Agreement, rent abates until possession is delivered as required, and Tenant may:
 - A. terminate this Agreement upon at least 5 days' written notice to Landlord and upon termination Landlord shall return all prepaid rent, security recoverable under this chapter, and any payment, deposit, fee, or charge to secure the execution of this Agreement;
 - B. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or any person wrongfully in possession and recover the actual damages sustained. If Landlord has exercised due diligence to evict the holdover tenant or remedy the condition keeping Tenant from taking possession, Landlord is not liable for damages; or
 - C. pursue any other remedies to which Tenant is entitled, including the right to recover any actual damages suffered.
17. **REIMBURSEMENT.**
 - A. **Failure to Perform.** Per NRS 118A.440, if Tenant's failure to perform basic obligations under this Agreement or law can be remedied by repair, replacement of a damaged item, or cleaning, and Tenant fails to use Tenant's best efforts to comply within 14 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time or more promptly if conditions require in case of emergency, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost, or the fair and reasonable value of the work. The itemized bill must be paid as rent on the next date periodic rent is due; or if this Agreement has terminated, may be submitted to Tenant for immediate payment or deducted from the security deposit.
 - B. **Charges.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.**

- i. Per NRS 118A.290, Landlord shall at all times during the tenancy maintain the Premises in a habitable condition. The Premises is not habitable if it violates provisions of housing or health codes concerning the health, safety, sanitation, or fitness for habitation of the Premises or if it substantially lacks:
 - a. effective waterproofing and weather protection of the roof and exterior walls, including windows and doors;
 - b. plumbing facilities which conformed to applicable law when installed and which are maintained in good working order;
 - c. a water supply approved under applicable law, which is:
 - I. under the control of Tenant or Landlord and is capable of producing hot and cold running water,
 - II. furnished to appropriate fixtures, and
 - III. connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the landlord;
 - d. adequate heating facilities which conformed to applicable law when installed and are maintained in good working order;
 - e. electrical lighting, outlets, wiring, and electrical equipment which conformed to applicable law when installed and are maintained in good working order;
 - f. an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the commencement of the tenancy. Landlord shall arrange for the removal of garbage and rubbish from the Premises unless the parties by written agreement provide otherwise;
 - g. building, grounds, appurtenances, and all other areas under Landlord's control at the time of the commencement of the tenancy which are in every part clean, sanitary, and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects, and vermin;
 - h. floors, walls, ceilings, stairways, and railings maintained in good repair;
 - i. ventilating, air-conditioning, and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by Landlord.
- ii. Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

- a. the agreement of the parties is entered into in good faith; and
 - b. the agreement does not diminish the obligations of Landlord to other tenants in the property.
- iii. An agreement pursuant to subsection ii is not entered into in good faith if Landlord has a duty under subsection i to perform the specified repairs, maintenance tasks, or minor remodeling, and the tenant enters into the agreement because Landlord or Landlord's agent has refused to perform them.

B. Tenant's Responsibilities. Per NRS 118A.310, Tenant shall:

- i. comply with the terms of this Agreement;
 - ii. keep that part of the Premises which is occupied and used as clean and safe as the condition of the Premises permit;
 - iii. dispose of all ashes, garbage, rubbish, and other waste from the Premises in a clean and safe manner;
 - iv. keep all plumbing fixtures in the Premises as clean as their condition permits;
 - v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the Premises;
 - vi. not deliberately or negligently render the Premises uninhabitable or destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so; and
 - vii. conduct himself or herself and require other persons on the Premises with his or her consent to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
19. **CONDITION OF THE PREMISES.** Per NRS 118A.200(k), a signed record of the inventory and condition of the Premises under the exclusive custody and control of Tenant should accompany this Agreement.
20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition and repair, except as noted on the inspection checklist, if any.
21. **REPAIRS AND ALTERATIONS.**
- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to

the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

C. **Tenant's Right To Repair At Landlord's Expense.** Per the procedures described in NRS 118A.360, Tenant has a limited right to maintain the Premises in a habitable condition if the cost of compliance or repair is less than one month's rent, and to recover damages from Landlord.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

23. **RULES AND REGULATIONS.**

A. Per NRS 118A.320, Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. it is in good faith and not for the purpose of evading an obligation of Landlord;

vi. it does not affect Tenant's obligation to pay rent, utilities, or other charges;

- vii. it does not affect, before the end of the Agreement Term, any right Tenant may have under this Agreement to keep a pet; and
- viii. Tenant has notice of the rule or regulation at the time Tenant enters into this Agreement or after the rule or regulation is adopted by Landlord.

B. A rule or regulation adopted *after* Tenant enters into this Agreement which works a material modification of the bargain is enforceable against Tenant:

- i. who expressly consents to the rule or regulation in writing; or
- ii. who has 30 days' advance written notice of the rule or regulation.

24. **PUBLIC NUISANCE SUMMARY.** Per NRS 118A.200(I):

A. **Definition.** Any person who does any of the following shall be guilty of a misdemeanor pursuant to NRS 202.470:

- i. commits or maintains a public nuisance, for which no special punishment is prescribed;
- ii. willfully omits or refuses to perform any legal duty relating to the removal of such nuisance; or
- iii. lets, or permits 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.

B. **Reporting.** Tenant may report a nuisance or a violation of a building, safety, or health code or regulation to the appropriate authorities by following the procedures required by the local government.

25. **DISPLAY OF THE UNITED STATES FLAG.** Landlord shall not prohibit Tenant from engaging in the display of the flag of the United States in compliance with NRS 118A.325, where Tenant has a right to occupy and use exclusively. Notwithstanding the foregoing, Landlord may adopt rules that reasonably restrict the placement and manner of the display of the flag of the United States by Tenant.

26. **EXTENDED ABSENCES.** Tenant shall in advance notify Landlord if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

27. **ABANDONMENT.**

A. **Notice of Abandonment.** If Landlord has notice of the fact of abandonment by Tenant, Landlord may dispose of Tenant's personal property as provided in NRS 118A.460 (i.e. subsection B below) and recover possession of the Premises as provided by NRS 118A.480. In the absence of notice of the fact of abandonment, it is presumed that Tenant has abandoned the Premises if Tenant is absent from the Premises for a period of time equal to **one-half the time for periodic rental payments**, unless the rent is current or Tenant has in writing notified Landlord of an intended absence.

- B. Disposal of Personal Property.** Per NRS 118A.460, Landlord may dispose of personal property abandoned on the Premises by Tenant or left on the Premises after eviction of Tenant without incurring civil or criminal liability in the following manner:
- i. Landlord shall reasonably provide for the safe storage of the property for 30 days after the abandonment or eviction or the end of the Agreement Term and may charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing the property to Tenant or Tenant's authorized representative rightfully claiming the property within that period. Landlord is liable to Tenant only for Landlord's negligent or wrongful acts in storing the property.
 - ii. After the expiration of the 30-day period, Landlord may dispose of the property and recover Landlord's reasonable costs out of the property or the value thereof if Landlord has made reasonable efforts to locate Tenant, has notified Tenant in writing of Landlord's intention to dispose of the property, and 14 days have elapsed since the notice was given to Tenant. The notice must be mailed to Tenant at the Tenant's present address; and if that address is unknown, then at the Tenant's last known address.
 - iii. Vehicles must be disposed of in the manner provided in chapter 487 of NRS for abandoned vehicles.

28. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.

- A. Tenant shall not unreasonably withhold consent for Landlord peaceably to enter into the Premises to:
- i. inspect the Premises;
 - ii. make necessary or agreed repairs, decorating, alterations, or improvements;
 - iii. supply necessary or agreed services; or
 - iv. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, contractors, or other persons with a bona fide interest in inspecting the Premises.
- B. Landlord may enter the Premises without consent of Tenant in case of emergency.
- C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency, Landlord shall give the tenant at least **24 hours'** notice of intent to enter and may enter only at reasonable times during normal business hours unless Tenant expressly consents to shorter notice or to entry during nonbusiness hours with respect to the particular entry.
- D. Landlord has no other right of access except:
- i. pursuant to court order;
 - ii. where Tenant has abandoned or surrendered the Premises; or

iii. where permitted under NRS 118A.440 (e.g. Tenant's violation of maintenance responsibilities).

29. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
30. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
31. **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. per NRS 118A.400, the Premises is damaged or destroyed by fire or casualty to an extent that enjoyment of the Premises is substantially impaired;
 - iv. per NRS 118A.430, Tenant fails to comply with or perform the basic maintenance responsibilities in this Agreement or NRS 118A.310;
 - v. per NRS 118A.500, Tenant refuses to allow Landlord lawful access to the Premises; or
 - vi. otherwise provided by law.
- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. per NRS 118A.340, Tenant is 60 years of age or older or has a physical or mental disability;
 - ii. per NRS 118A.345, Tenant or household member is the victim of domestic violence;
 - iii. per NRS 118A.350, Landlord fails to comply with this Agreement;
 - iv. per NRS 118A.355, Landlord fails to maintain the Premises in a

habitable condition;

- v. per NRS 118A.390, Landlord unlawfully removes or excludes Tenant or willfully interrupts essential items or services;
- vi. per NRS 118A.400, the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to an extent that enjoyment of the Premises is substantially impaired;
- vii. per NRS 118A.500, Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant; or
- viii. otherwise provided by law.

32. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
35. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITIES TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}

38. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide an executed copy of this Agreement to Tenant at the time this Agreement is executed.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}