

MONTH-TO-MONTH RENTAL AGREEMENT

This month-to-month Rental Agreement (the "Rental Agreement") is made effective as of _____ by and between _____ ("Tenant") and _____ ("Tenant") and Yvonne Shevnin ("Landlord").

PREMISES. Tenant, in consideration of rent payments as provided below in this Rental Agreement, Landlord rents to Tenant the condominium located at 989 Tahoe Blvd. #69, Incline Village, Nevada 89451 (the "Premises").

TERM AND POSSESSION. The term of this Rental Agreement will be month-to-month beginning on _____ and unless terminated sooner pursuant to the terms of this Rental Agreement, it will continue month-to-month until the Tenant or the Landlord choose to terminate the Rental Agreement. Tenant and Landlord agree to provide each other 30 days written notice prior to terminating this Rental Agreement. If either fail to provide the agreed 30 days written notice prior to terminating this Rental Agreement, the party terminating the Rental Agreement will pay the other party the sum of \$ 500. This amount will be deducted from the security deposit if the breaching party is the Tenant. This Rental Agreement will terminate on _____, unless Tenant and Landlord sign another written Rental Agreement prior to the end of tenancy providing for an additional period of tenancy. Tenant is not responsible for finding a replacement upon the termination of his or her tenancy.

RENTAL PAYMENTS. Tenants shall pay to Landlord rental payments of \$1880.00 per month, payable in advance on the first (1st) day of each month. These rental payments are divided between the top unit (\$1200 / month) and bottom unit (\$680 / month) Payments shall be made to Landlord at: 351 Lowell Drive, Santa Clara, CA 95051-5816. This amount may be changed from time to time by Landlord. Landlord agrees to give Tenant at least 30 days notice prior to changing the rental payment amount. Payment must be made either by personal check or cashier's check. Check should be made payable to Yvonne Shevnin.

LATE PAYMENT FEE. In the event, Landlord has not received rental payment, in full, by the 2nd day of any calendar month Tenant agrees that it would be impractical or extremely difficult to determine actual damages to Landlord for that failure, and Tenant agrees to pay a late fee of 5 % of the monthly rent. Tenant further agrees to pay \$ 35 for each dishonored bank check. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent, if not paid by the 2nd day of the month, and to collect interest of 5 % of the monthly rent per day until the rent is paid in full. All late fees and returned check fees will be considered additional rent.

DAMAGES TO PREMISES. If the premises are damaged by fire or from any other cause which renders the premises untenantable, either party will have the right to terminate this Rental Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Landlord will have the right to terminate. Should this right be exercised by either the Landlord or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to the Tenant. If this Rental Agreement is not terminated, Landlord will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

ENTRY AND INSPECTION. Landlord or Landlord's agent will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when Tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant. Also, every 1.5 years or 2 years, Landlord will be on-site for a week to ten days of maintenance and repair of the Premises. Landlord will be staying in the loft of the Premises and will be offering a pro-rated rental payment credit, for the period of time, while maintenance and repairs are being implemented.

UTILITIES. Tenants will be responsible for payment of their share of all utilities and services (except IVGID and HOA fees). Utilities will be divided between Tenants based on an equitable agreement between Tenants.

USE. The Premises (meaning entire condominium) will be used exclusively as a residence for no more than three (3) persons. Guests staying more than 30 days in a calendar year without written consent of the Landlord will constitute a violation of this Rental Agreement.

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HOA RULES AND REGULATIONS. Tenant agrees to strictly abide by all of the Tahoe Racquet Club HOA Rules and Regulations. The Tahoe Racquet Club HOA Rules and Regulations can be found here: http://www.ipm-tahoe.com/assoc/trc/TRC_RulesandRegulations.pdf. A copy can also be obtained at Incline Property Management (<http://www.ipm-tahoe.com>). Tenant agrees to abide by all applicable rules, whether adopted before or after the date of this Rental Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will pay any penalties, including attorney fees, imposed by The Tahoe Racquet Club Homeowner's Association for violations by Tenant or Tenant's guests. Tenant agrees that they have read and understood and agree to abide by Tahoe Racquet Club HOA Rules and Regulations.

ORDINANCES AND STATUTES. Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.

ASSIGNMENT AND SUBLETTING. Tenant will not assign this Rental Agreement or sublet any portion of the Premises without prior written consent of the Landlord.

MAINTENANCE, REPAIRS, OR ALTERATIONS. Tenant acknowledges that, unless the Landlord is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, including all electrical, gas and plumbing fixtures, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Landlord of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as the premises was delivered, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements, caused by Tenant's negligence and that of the Tenant's family, invitees, and guests. Verification of the working order and the maintenance of the smoke detector is the responsibility of the Tenant. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. It is understood that Landlord's insurance does not cover Tenant's personal property.

INVENTORY. Any furnishings and/or equipment to be furnished by Landlord will be listed in a special inventory. The inventory will be signed by both Tenant and Landlord concurrently with this Rental Agreement. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Tenant acknowledges receipt of three (2) sets of keys, zero (0) garage door openers, other: paper towel holder; microwave oven;

ENTRY AND INSPECTION. Landlord, Tenant and Landlord's agent will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, subtenants, workers, or contractors; (c) when a SubTenant has abandoned or surrendered the premises, d) every 1.5 – 2 years for a mutually agreed on-site maintenance and repair period of 7 – 10 days with a rent payment credit for each day that Landlord is on-site.

INDEMNIFICATION. Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Landlord, his or her agents, or employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Landlord, his or her agents or employees.

PHYSICAL POSSESSION. If Landlord is unable to deliver possession of the premises at the commencement date set forth above, Landlord will not be liable for any damage caused, nor will this Rental Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Rental Agreement if possession is not delivered within two (2) days of the commencement of the term in paragraph one of this document.

DEFAULT. If Tenant fails to pay rent when due, or perform any provision of this Rental Agreement, after not less than three (3) days (or longer if required by local law) written notice of such default given in the manner required by law, the Landlord, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Landlord securing the payment of all sums due, to the maximum extent allowed by law. In the event of a default by Tenant, Landlord may elect to: (a) continue the Rental Agreement in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Landlord's consent to assignment or subletting by the tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the Rental Agreement,

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including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided. If Landlord deems it necessary to hire a management company to deal with problems associated with this Argeement, Tenants agree to an immediate rent increase of \$150/month.

SECURITY. The security deposit will secure the performance of Tenant's obligations under this Rental Agreement. Landlord may apply all portions of said deposit on account of Tenant's obligations. Any balance remaining will be returned to Tenant, together with an accounting of any disbursements, no later than 30 days after termination or earlier if required by law. Tenant will not have the right to apply the security deposit in payment of the last month's rent. No interest will be paid to Tenant on account of the security deposit, unless required by local ordinance. Security deposit for top unit is \$1780. Security deposit for the bottom unit is \$500.

ANIMALS. No animals will be brought on the Premises without prior written consent of the Landlord.

NOTICE. Notices under this Rental Agreement shall be deemed valid when given or served in writing and forwarded by mail, postage prepaid, addressed or emailed (and identified as received by the recipient) as follows to every interested party.

TENANT
First and Last Name _____

Street Address _____

City, State, Zip _____

Email _____

TENANT
First and Last Name _____

Street Address _____

City, State, Zip _____

Email _____

LANDLORD
Yvonne Shevnin
351 Lowell Drive
Santa Clara, CA 95051
connect@pointsconnected.com

Landlord address may be changed from time to time by providing notice to the other interested parties as described above.

GOVERNING LAW. This Rental Agreement shall be construed in accordance with the laws of the State of Nevada. Venue for any dispute arising out of or related to this Rental Agreement shall be located in Incline Village, Nevada.

LANDLORD'S CONSENT. The Rental Agreement requires the prior written consent of Landlord to any subletting of the Premises.

WAIVER. Failure of Landlord to enforce any provision of this Rental Agreement will not be deemed a waiver. The acceptance of rent by Landlord will not waive his or her right to enforce any provision of this Rental Agreement.

NOTICES. Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant at the premises or to Landlord or Landlord's authorized agent at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

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TENANT
First and Last Name _____

Street Address _____

City, State, Zip _____

Email _____

TENANT
First and Last Name _____

Street Address _____

City, State, Zip _____

Email _____

LANDLORD
Yvonne Shevlin
351 Lowell Drive
Santa Clara, CA 95051
connect@pointsconnected.com

TIME. Time is of the essence of this Rental Agreement.

ATTORNEY'S FEES. In any action or proceeding involving a dispute between Landlord and Tenant or SubTenant or Tenant and SubTenant, arising out of the execution of this Rental Agreement, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

SUBROGATION. To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

FAIR HOUSING. Landlord and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familiar status, source of income, age, mental or physical disability.

ENTIRE AGREEMENT.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Rental Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counter-parts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following addenda, if checked, have been made a part of this Rental Agreement before the parties' execution:

Addendum: Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)

Addendum: Tahoe Racquet Club Rules and Regulations

TENANT

Date

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TENANT

_____ Date

LANDLORD

Yvonne Shevnin Date

RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. However, there still may be lead-based paint in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenants Initials [_____] has read this page.	6
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