

Original signature is that of the owner on this lease. Both. page one only U.S.

Zip Form Computer Alignment



RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM William J. Vaughan hereinafter referred to as Tenant, the sum of \$ 4,500.00 (Four thousand five hundred and 00/100 DOLLARS), evidenced by as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

Table with 3 columns: TOTAL, RECEIVED, BALANCE DUE PRIOR TO OCCUPANCY. Rows include Rent for the period from 12/1/91 to 1/1/92, Security deposit, Other Cleaning deposit, and TOTAL.

In the event that this agreement is not accepted by the Owner or his authorized agent, within 3 days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of unincorporated County of Douglas State of Nevada described as 201 Shadow Mountain Cr. Gardnerville and consisting of 3600 sq ft 4 bdrm, 3 1/2 bath, 3 car attached garage on 1.53 acres on the following TERMS and CONDITIONS:

- 1. TERM: The term hereof shall commence on December 1, 1991, and continue (check one of the two following alternatives): [X] until December 1, 1992, for a total rent of \$ 24,000.00 (twenty four thousand & 00/100 dollars). [ ] on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party \_\_\_ days written notice delivered by certified mail.
2. RENT: Rent shall be \$ \_\_\_ per month, payable in advance, upon the \_\_\_ day of each calendar month to Owner or his authorized agent, at the following address: \_\_\_ or at such other places as may be designated by Owner from time to time. In the event rent is not paid within \_\_\_ days after due date, Tenant agrees to pay a late charge of \$ \_\_\_ plus interest at \_\_\_% per month on the delinquent amount. Tenant further agrees to pay \$ \_\_\_ for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1 1/2% interest per month or the maximum rate allowed by law.
3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this agreement.
4. UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: \_\_\_, which shall be paid by Owner.
5. USE: The premises shall be used exclusively as a residence for no more than 5 persons. Guests staying more than a total of 60 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.
6. ANIMALS: No animals shall be brought on the premises without the prior consent of the Owner.
7. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.
8. ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rent and Arbitration Board for your legal rights.
9. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
10. MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
11. INVENTORY: Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.
12. DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
13. ENTRY AND INSPECTION: Owner shall 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, exhibit the premises to prospective or actual buyers, mortgagees, tenants, workmen, 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 without not less than 24 hours prior notice to Tenant.
14. INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Lessor, his agents or employees. Owner's insurance does not cover Tenant's personal property.
15. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 1 days of the commencement of the term hereof.
16. DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner 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 Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of Owner securing the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, 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.
17. SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held at
18. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits.
19. ATTORNEY'S FEES: In the event that Owner is required to employ an attorney to enforce the terms and conditions of this agreement, or to recover possession of the premises from Tenant, Tenant shall pay to Owner a reasonable attorney's fee whether or not a legal action is filed or a judgement is obtained.
20. WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
21. NOTICES: Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
22. HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall become a month-to-month tenancy at a monthly rent of \$ 2,000 payable in advance and otherwise subject to the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice.
23. TIME: Time is of the essence of this agreement. [X] ADDITIONAL TERMS AND CONDITIONS are set forth on page two.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof: DATED: NOVEMBER 23, 1991

The undersigned Tenant hereby acknowledges receipt of a copy hereof. Real Estate Company Tenant

By: [Signature] Owner DATED: [Signature] Owner FORM 105 (4-91) COPYRIGHT © 1991, BY PROFESSIONAL PUBLISHING CORP. 172 PAULDR, SAN RAFAEL, CA 94903 (415) 472-1964 275838 BOOK 492 PAGE 2200 PROFESSIONAL PUBLISHING

IF DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF LESSOR SHALL RECEIVE AN OFFER TO PURCHASE THE PREMISES OF IF LESSOR SHALL WISH TO ENTER INTO AN AGREEMENT FOR THE SALE OF SAID PREMISES, LESSOR SHALL FIRST GIVE LESSEE WRITTEN NOTICE SETTING FORTH THE TERMS, THE PURCHASE PRICE, THE NAME OF THE PURCHASOR OF THE PROPOSED SALE. WITHIN 15 DAYS FOLLOWING THE DELIVERY OR MAILING OF SAID NOTICE, TENANT SHALL HAVE THE RIGHT TO PURCHASE THE PREMISES UPON THE SAME TERMS AND CONDITIONS, OR UPON TERMS AND CONDITIONS MUTUALLY AGREED TO BY LESSOR AND LESSEE WITHIN 15 DAYS OF SAID NOTICE.

This unit is subject to rent control and the agency responsible to adjudicate claims is:

Tenant's Initials: [ ] SEE ATTACHED ADDENDUM TO LEASE AGREEMENT

Owner's Initials: [ ]

COMMISSION AGREEMENT

The Owner agrees to pay to Century 21, Clark Properties, the Broker in this transaction, the sum of \$ for services rendered and authorizes Agent to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner shall pay to Broker an additional commission of 1/2 of first months rent (xxx) of the total rental for the extended period. This commission shall be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

Owner's Initials: [ ] If a sale or exchange of the real property is made to Tenant or any member of Tenant's family during Tenant's occupancy or within 180 days after termination of occupancy, Owner agrees to pay Broker a commission of 6% (SIX percent) of the sale price or exchange value. This agreement shall not limit the rights of Agent provided for in any listing or other agreement which may be in effect between Owner and Agent.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The undersigned Owner hereby acknowledges receipt of a copy hereof.

Century 21, Clark Prop. Owner's Authorized Agent

P.O. Box 960-Minden, Nv-89423 Address

By

DATED: 11-27-91

Owner (702) 782-7502

Phone P.O. Box 228, Genoa, Nv 89411

TENANT'S PERSONAL AND CREDIT INFORMATION

(In the event of co-tenants, other than spouses, use separate sheet for each tenant.)

Form with fields for Name (WILLIAM J. VAUGHAN), Social Security No. (332-30-2209), Drivers Lic. No. (A7385817), Name of Co-Tenant (BARBARA L. VAUGHAN), Present Address (738 CASWOOD COURT), City/State/Zip (SAN JOSE, CALIFORNIA 95120), Res. Phone (997-8958), Bus. Phone (967-1692), How long at present address?, Landlord or Agent, Phone, Previous Address, How long?, Landlord or Agent, Phone, City/State/Zip, Occupants (WILLIAM J. VAUGHAN & SON), Animals?, Car Make (FORD), Year (1990), Model (BRONCO), Color (MARROON), License No. (2RHR 656), Car Make (FORD), Year (1989), Model (ESCORT), Color (GREY), License No.

OCCUPATION

Table with 4 columns: Occupation, PRESENT OCCUPATION\*, PRIOR OCCUPATION\*, CO-TENANT'S OCCUPATION. Rows include: Occupation (CHIEF FINANCIAL OFFICER, CONTROLLER, CORPORATE), Employer (VITAMIN RESEARCH PROD., ALLEGHENY (ALLOOR)), Business Address (2014 OLD MIDDLEFIELD, 100 ALLEGHENY CIRCLE), Business Phone (415 967-1692 EXT 242), Type of Business (NUTRITIONAL PRODUCTS, BANKING/INSURANCE), Position held (CHIEF FINANCIAL OFFICER, CONTROLLER), Name and Title of Superior (ROBERT E. WATSON, MORTON LAPIDES SR.), How long (6 MOS., 7 YEARS), Monthly Gross Income (10,000 +, 146,000 annually).

\* If employed less than two years, give same information on prior occupation.

REFERENCES

Form with fields for Bank Reference (CITIBANK), Address (SANTA CLARA), Phone, CREDIT REFERENCE, ACCOUNT NO., ADDRESS, HIGHEST AMOUNT OWED, PURPOSE OF CREDIT, ACCOUNT OPEN OR DATE CLOSED, PERSONAL REFERENCE, ADDRESS, PHONE, LENGTH OF ACQUAINTANCE, OCCUPATION, NEAREST RELATIVE, ADDRESS, PHONE, CITY, RELATIONSHIP. Includes entries for DENNIS LEMPert, DANIEL LARIED, THOS. VAUGHAN, DOROTHY JAMES.

Have you ever filed a petition of bankruptcy? NO Have you ever been evicted from any tenancy or had an eviction notice served on you? NO Have you ever willfully and intentionally refused to pay any rent when due? NO

I DECLARE THAT THE FOREGOING IS TRUE AND CORRECT, AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF A CREDIT REPORT.

I agree that the Lessor may terminate any agreement entered into in reliance on any misstatement made above. DATED: 11/23/91

Applicant

Applicant

COPY

REQUESTED BY  
Barbara Vaughan  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

92 APR 13 10:47

SUZANNE BENOUREAU  
RECORDER  
\$100 PAID SD 275838  
DEPUTY

BOOK 492 PAGE 2202