

## **EXHIBIT “1”**

## B10 (Official Form 10) (04/13)

<b>UNITED STATES BANKRUPTCY COURT District of Nevada</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: AMERI-DREAM REALTY LLC	Case Number: 15-10110	<b>FILED</b> <b>U.S. Bankruptcy Court</b> <b>District of Nevada</b> <b>2/17/2015</b> <b>Mary A. Schott, Clerk</b> <b>COURT USE ONLY</b>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MATTHEW & DANA KUYKENDALL		
Name and address where notices should be sent: MATTHEW & DANA KUYKENDALL 2000 HOLLYWELL ST LAS VEGAS NV 89135  Telephone number: 719-213-4851      email: dmku@yaho.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known) <b>Filed on:</b> _____
Name and address where payment should be sent (if different from above):     Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>1900.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> <u>Security, cleaning and key deposit</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>8011</u>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b> <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate (when case was filed)</b> ____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		
<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ <u>0.00</u>		
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5).
<input checked="" type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507(a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507(a)(____).
<b>Amount entitled to priority:</b> \$ <u>1900.00</u>		
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8) Check the appropriate box.



I am the creditor.



I am the creditor's authorized agent.



I am the trustee, or the debtor,  
or their authorized agent.  
(See Bankruptcy Rule 3004.)



I am a guarantor, surety, indorser, or  
other codebtor.  
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Dana Kuykendall

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address and telephone number (if different from notice address above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

s/ Dana Kuykendall  
(Signature)

2/17/2015  
(Date)

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

**RESIDENTIAL LEASE AGREEMENT**

for

2000 Hollywell St.  
Las Vegas, NV 89135  
(Property Address)



1. This AGREEMENT is entered into this 25th day of June, 2013 between

2 Mei-Penh Khuu, ("LANDLORD") legal owner of the property through the Owner's  
3 BROKER, Ameri-Dream Realty, ("BROKER") and

4 Tenant's Name: Matthew Kuykendall Tenant's Name: \_\_\_\_\_

5 Tenant's Name: Dana Kuykendall Tenant's Name: \_\_\_\_\_

6 (collectively, "TENANT"), which parties hereby agree to as follows:

7 **2. SUMMARY:** The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
15 Rent: From <u>07/01/2013</u> , To <u>07/31/2013</u>	\$ <u>1,495.00</u>	\$ _____	\$ <u>1,495.00</u>
16 Security Deposit	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>	\$ _____
17 Key Deposit	\$ <u>50.00</u>	\$ _____	\$ <u>50.00</u>
18 Admin Fee/Credit App Fee (Non-refundable)	\$ <u>45.00</u>	\$ _____	\$ <u>45.00</u>
19 Pet Deposit	\$ _____	\$ _____	\$ _____
20 Cleaning Deposit	\$ <u>350.00</u>	\$ _____	\$ <u>350.00</u>
21 Last Month's Rent Security	\$ _____	\$ _____	\$ _____
22 CIC Registration	\$ _____	\$ _____	\$ _____
23 Utility Proration	\$ _____	\$ _____	\$ _____
24 Sewer/Trash Proration	\$ <u>14.00</u>	\$ _____	\$ <u>14.00</u>
25 Other _____	\$ _____	\$ _____	\$ _____
26 Other _____	\$ _____	\$ _____	\$ _____
27 Other _____	\$ _____	\$ _____	\$ _____
28 Other _____	\$ _____	\$ _____	\$ _____
29 TOTAL	\$ <u>3,454.00</u>	\$ <u>1,500.00</u>	\$ <u>1,954.00</u>

30 (Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

31 **3. ADDITIONAL MONIES DUE:** 1) Trash services account is kept by owner's name.

32 Tenants agree to reimburse \$14.00 per month with rent to owner. Total:

33 \$1,509.00 per month.

34 **4. PREMISES:** Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms  
35 and conditions of the lease, the Premises known and designated as 2000 Hollywell St., Las Vegas, NV  
36 89135 consisting of Single Family Home ("the Premises").

37 **5. TERM:** The term hereof shall commence on July 1, 2013 and continue until  
38 June 30, 2014, for a total rent of \$ 17,940.00, then on a month-to-month basis  
39 thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice  
40 delivered by certified mail (all calculation based on 30 day month).

41 **6. RENT:** TENANT shall pay rent at the monthly rate of \$ 1,495.00, in advance, on the 1st day  
42 of every month beginning the 1st day of August, 2013 and delinquent after  
43 the 3rd. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 05/12

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Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Property: 2000 Hollywell St.



7. **PLACE OF PAYMENTS:** TENANT shall make all payments payable to Ameri-Dream Realty  
and shall mail such payments to: 4875 W Nevso Dr., Las Vegas NV 89103  
-or- Tenant hand deliver such payments to  
4875 W Nevso Dr., Las Vegas NV 89103 during normal business hours.

8. **ADDITIONAL FEES:**

**A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
\$ 50.00 plus \$ 10.00 per day for each day after 5 days that the sum was due.

**B. DISHONORED CHECKS:** A charge of \$ 50.00 shall be imposed for each dishonored  
check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all  
costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,  
TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.  
Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if  
TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is  
aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon  
insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

**C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall  
become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All  
unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,  
utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning  
of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the  
initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as  
a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the  
right to exercise any other rights and remedies under this Agreement or as provided by law.

9. **SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a  
Security Deposit the sum stated in paragraph 2. **TENANT shall not apply the Security Deposit to, or in lieu of,**  
**rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any  
reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.  
Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of  
termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the  
Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized  
accounting of the disposition of the Security Deposit within thirty (30) days of termination. TENANT agrees, upon  
termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the  
accounting and any refund.

10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset  
administration and bookkeeping fees.

11. **EVICITION COSTS:** TENANT shall be charged an administrative fee of \$ 600.00 per eviction  
attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal  
notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

<u>2</u> Door key(s)	<u>2</u> Garage Transmitter(s)	<u>      </u> Other(s)
<u>1</u> Mailbox key(s)	<u>0</u> Gate Card(s)	<u>      </u> Other(s)
<u>0</u> Laundry Room key(s)	<u>0</u> Gate Transmitter(s)	<u>      </u> Other(s)

Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.  
The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or  
Landlord's BROKER.



**13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

**14. OCCUPANTS:** Occupants of the Premises shall be limited to 3 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises: Kimber Kuykendall (Daughter - age 3)

**15. GUESTS:** The TENANT agrees to pay the sum of \$ 25.00 per day for each guest remaining on the Premises more than 30 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 90 days.

**16. UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity <u>T</u>	Trash <u>T</u>	Phone <u>T</u>	Other <u>N/A</u>
Gas <u>T</u>	Sewer <u>0</u>	Cable <u>T</u>	Other _____
Water <u>T</u>	Septic <u>N/A</u>	Association Fees <u>0</u>	

a. TENANT is responsible to connect the following utilities in TENANT'S name: The above marked "T"

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: N/A

c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.

d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.

e. Other: N/A

**17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at [www.agri.nv.gov](http://www.agri.nv.gov).

**18. PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 0 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and



damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

**19. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:

**TENANT shall not conduct nor permit any work on vehicles on the premises.**

**20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

**21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

**22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

**23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10.000 %.

**24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.

**25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Mike Cheung, Tel: 702-876-5881, Cell 702-480-7234 Email: realtormikecheung@yahoo.com, cckong11@yahoo.com

**26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100.00. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.



a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

e. TENANT X shall -OR- \_\_\_ shall not have carpets professionally cleaned upon move out. If cleaned, TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning company.

f. There \_\_\_ is -OR- X is not a pool contractor whose name and phone number are as follows: \_\_\_\_\_  
If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

27. **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein as requested by LANDLORD, and for BROKER's periodic maintenance reviews. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

28. **INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<u>X</u> Refrigerator	___ Intercom System	___ Spa Equipment	___
<u>X</u> Stove	___ Alarm System	<u>X</u> Auto Sprinklers	___
<u>X</u> Microwave	___ Trash Compactor	<u>X</u> Auto Garage Openers	___
<u>X</u> Disposal	___ Ceiling Fans	___ BBQ	___
<u>X</u> Dishwasher	___ Water Conditioner Equip.	___ Solar Screens	___
<u>X</u> Washer	<u>X</u> Floor Coverings	___ Pool Equipment	___
<u>X</u> Dryer	<u>X</u> Window Coverings	___ Other	___

TENANT assumes responsibility for the care and maintenance thereof.



29. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [ ] [ ] [ ] [ ]

30. **INSURANCE:** TENANT X is -OR-    is not required to purchase renter's insurance. LANDLORD and BROKER shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that TENANT purchase renter's insurance.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises    have -OR- X have not been freshly painted. If not freshly painted, the Premises X have -OR-    have not been touched up. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than   3   business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will



notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

**33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days notice to TENANT.

**34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

**35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

**36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

**37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

**38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

**40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

**41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) -OR- ☐ family relationship or business interest: \_\_\_\_\_



42. CONFIRMATION OF REPRESENTATION: The Agents in this transaction are:

Tenant's Broker: Ameri-Dream Realty Agent's Name: Michael Cheung  
 Address: 4875 W Nevso Dr., Las Vegas, NV 89103  
 Phone: (702) 876-5881 Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 License # \_\_\_\_\_

Landlord's Broker: Ameri-Dream Realty Agent's Name: Michael Cheung  
 Address: 4875 W Nevso Dr., Las Vegas, NV 89103  
 Phone: (702) 876-5881 Fax: \_\_\_\_\_ Email: realtormikecheung@yahoo.com  
 License # 61933

43. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKER: John Brown  
 Address: 4875 W Nevso Dr. Las Vegas NV 89103  
 Phone: (702) 876-5881 Fax: (702) 876-3304 Email: \_\_\_\_\_

TENANT: Matthew Kuykendall, Dana Kuykendall  
 Address: 2000 Hollywell St., Las Vegas, NV 89135  
 Phone: (719) 209-6494 Fax: \_\_\_\_\_ Email: dmkuy@yahoo.com

44. ADDENDA ATTACHED: Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. ☒ Lease Addendum for Drug Free Housing  
 B. ☒ Smoke Detector Agreement  
 C. ☒ Other: Property Condition  
 D. ☐ Other: Report  
 E. ☐ Other: \_\_\_\_\_

[This space is intentionally blank.]

1 45. ADDITIONAL TERMS AND CONDITIONS: 1) There is going to be no pet and no smoking  
 2 in this premises.  
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21 Mei-Penh Khuu

22 LANDLORD/OWNER OF RECORD NAME

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25

26 Ameri-Dream Realty

27 MANAGEMENT COMPANY (BROKER) NAME

28

29

30

31 By

32 Authorized AGENT for BROKER SIGNATURE DATE

33 Michael Cheung

34 ☒ REALTOR®

35

36

37

38

39

40

TENANT'S SIGNATURE

DATE

Print Name: Matthew Kuykendall

Phone: (719) 209-6494

TENANT'S SIGNATURE

DATE

Print Name: Dana Kuykendall

Phone: (719) 213-4851

TENANT'S SIGNATURE

DATE

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

TENANT'S SIGNATURE

DATE

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_



**ADDENDUM NO. 1**  
**TO RESIDENTIAL LEASE AGREEMENT**  
 for



2000 Hollywell St., Las Vegas, NV 89135  
 (Property Address)

In reference to the Residential Lease Agreement executed by Matthew Kuykendall, Dana Kuykendall as

Tenants(s) and Mei-Penh Khuu as Owner, through Ameri-Dream Realty as Broker, dated

June 25, 2013 covering the above-referenced real property, the parties hereby agree that the Lease Agreement be amended as follows:

- 1) Owner and Tenants agree to extend the lease agreement to Jun 30, 2015.
- 2) All other terms and conditions remain the same as the original lease agreement and addendum.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Lease Agreement.

**WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.**

LANDLORD/OWNER OF RECORD  
Mei-Penh Khuu

Ameri-Dream Realty  
 MANAGEMENT COMPANY (BROKER)

By \_\_\_\_\_ DATE \_\_\_\_\_  
 Authorized AGENT for BROKER  
Michael Cheung

TENANT'S SIGNATURE \_\_\_\_\_ DATE 6/25/14  
 Print Name: Matthew Kuykendall

TENANT'S SIGNATURE \_\_\_\_\_ DATE 6/25/14  
 Print Name: Dana Kuykendall

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 Print Name: \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Addendum to Residential Lease Agreement 11/09

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Ameri-Dream Realty 4875 W Nevso Dr Las Vegas, NV 89103  
 Phone: (702)876-5881 Fax: (702)876-3304

Michael Cheung

Mei-Penh Khuu