



# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

\_\_\_\_\_  
(Property Address)

1 This PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of  
2 \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_  
3 \_\_\_\_\_ ("Owner") of the property described below ("Property") and  
4 \_\_\_\_\_ ("Broker"), by and through its authorized  
5 \_\_\_\_\_  
6 agent \_\_\_\_\_ ("Agent") who is duly licensed to manage the Property.  
7 In consideration of the mutual terms of this Agreement the parties agree as follows:

8  
9 **1. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be  
10 in writing and shall be addressed as follows:

11  
12 TO OWNER: TO BROKER:  
13  
14 Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
15 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
16 \_\_\_\_\_  
17 Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
18 Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
19 Email: \_\_\_\_\_ Email: \_\_\_\_\_  
20

21 All notices shall be faxed or emailed and sent by regular mail. Notices shall be effective as of the date the notice is  
22 faxed and mailed (whichever is later).

## 24 2. EMPLOYMENT OF MANAGING BROKER

25  
26 **(A) Employment and Acceptance.** Owner employs Broker as the sole exclusive Agent of Owner to lease and  
27 manage the Property (which includes listing the Property for lease and securing a tenant), upon the terms and  
28 conditions provided herein. Broker accepts the employment and shall furnish the services of the organization for the  
29 management of the Property. Owner shall pay all of the expenses in connection with this service described herein.  
30 Owner understands and agrees that Broker's services will be performed through one or more authorized agents, and  
31 any reference to Broker in this Agreement includes such authorized agents.

32  
33 **(B) Relationship of Broker to Owner.** The relationship of the parties to this Agreement shall be that of  
34 principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of Owner, in  
35 Owner's name and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as  
36 agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any  
37 other relationship between the parties or as requiring Broker to bear any portion of losses arising out of or connected  
38 with the ownership or operation of the Property. Broker shall not at any time during the period of this Agreement be  
39 considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as  
40 expressly set forth in this Agreement, except that Broker is authorized to act with such additional power as may be  
41 necessary to carry out the spirit and intent of this Agreement. Broker, under this Agreement, shall not be responsible  
42 for delays in the performance of any obligation unless there is an intentional delay caused by Broker or its agents and  
43 employees.

44  
45 **(C) Description of the Property.** The Property to be managed under this Agreement is commonly known as  
46 \_\_\_\_\_, APN \_\_\_\_\_, as more fully  
47 described on Exhibit 1 attached hereto.

Property Address: \_\_\_\_\_

1 (D) Term. The term of this Agreement shall be for an initial period of \_\_\_\_\_ years (the "initial term")  
2 beginning on \_\_\_\_\_, \_\_\_\_\_ and ending \_\_\_\_\_, \_\_\_\_\_. Unless earlier  
3 terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1)  
4 year each, unless either party gives the other 30 days written notice of non-renewal.  
5

6 **3. BROKER COMPENSATION AND EXPENSES.** As compensation for the services rendered by Broker under  
7 this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall  
8 pay Broker as follows:  
9

10 (A) Management Services. Broker shall be paid the greater of \$ \_\_\_\_\_ per month or  
11 \_\_\_\_\_ % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled  
12 rental periods shall be prorated.  
13

14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing  
15 fee as follows: \$ \_\_\_\_\_ - OR - \_\_\_\_\_ % of the first month's rent -OR- \_\_\_\_\_ % of the  
16 annual rent.  
17

18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a  
19 one time, non-refundable fee of \$ \_\_\_\_\_ .  
20

21 (D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring  
22 broker not to exceed \$ \_\_\_\_\_. Owner understands and agrees that such commission will be paid  
23 to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.  
24

25 (E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ \_\_\_\_\_ - OR -  
26 \_\_\_\_\_ % of the monthly rent - OR - \_\_\_\_\_ % of the annual scheduled rent.  
27

28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf.  
29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.  
30

31 (G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days  
32 after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall  
33 be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of \_\_\_\_\_ % of the selling price.  
34 If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market,  
35 (Select one):

36 \_\_\_\_\_ Owner may list the Property with a Broker of his/her choosing;  
37 - OR -  
38 \_\_\_\_\_ Owner shall list the Property with Broker for a fee of \_\_\_\_\_ %, subject to a separate listing agreement.

39 Owner Initials [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
40

41 (H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within  
42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.  
43

44 (I) Extraordinary Services. An hourly fee of \$ \_\_\_\_\_ per hour shall be paid to Broker for all  
45 necessary or requested tasks not considered normal management duties.  
46

47 (J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20  
48 herein.  
49

50 (K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and  
51 payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable  
52 costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.

1 **4. BANK ACCOUNTS**

2  
3 (A) **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or corporate  
4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government.  
5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain  
6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest  
7 accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.

8  
9 (B) **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to  
10 Broker the sum of \$ \_\_\_\_\_ as a reserve. Owner shall maintain the reserve stated above at all times  
11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due.  
12 Broker shall notify Owner if additional funds are required.

13  
14 (C) **Security Deposit Trust Account.** Broker shall maintain a separate Security Deposit Trust Account for  
15 security deposits, cleaning, pet, and key and other deposits.

16  
17 **5. COLLECTION OF RENTS AND OTHER RECEIPTS**

18  
19 (A) **Broker's Authority.** Broker shall collect all rents, charges and other amounts receivable on Owner's  
20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the  
21 Trust Account maintained by Broker for the Property.

22  
23 (B) **Special Charges.** If permitted by applicable law, Broker may collect from the tenants and retain any and or  
24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or  
25 non-negotiated checks, interest and a rental application fee.

26  
27 (C) **Security Deposit Trust Account.** Broker shall collect a security deposit and deposit it into the Trust  
28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall  
29 be retained by Broker.

30  
31 **6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS**

32  
33 (A) **Operating Expenses.** From the Trust Account, Broker is hereby authorized to pay or reimburse itself  
34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement,  
35 including Broker's compensation.

36  
37 (B) **Debt Service.** Owner shall give Broker advance written notice of at least 30 days to make any additional  
38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance  
39 premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the  
40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount,  
41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.

42  
43 (C) **Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve  
44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.

45  
46 **7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS.** If the balance of the Trust Account is at any time  
47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker  
48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to  
49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the  
50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner  
51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any  
52 monies due Owner.

Property Address: \_\_\_\_\_

1 **8. FINANCIAL AND OTHER REPORTS**

2

3 (A) **Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS) forms and  
4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds  
5 are disbursed to Owner.

6

7 (B) **Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from the  
8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit  
9 to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the  
10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

11

12 **9. LEASING AND RENTING**

13

14 (A) **Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals and  
15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the  
16 Property Trust Account. Leases are to be written on Broker's standard lease form.

17

18 (B) **Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions or  
19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for  
20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve  
21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If  
22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the  
23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.

24

25 (C) **Management/Maintenance Review.** Broker shall make management/maintenance reviews of the Property  
26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and  
27 report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take  
28 reasonable precautions to secure the Property.

29

30 (D) **Keybox.** Owner [ \_\_\_\_ ] (does) -OR- [ \_\_\_\_ ] (does not) authorize Broker to install a keybox in connection  
31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:

32 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the  
33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified  
34 appraisers;

35 b. Owner should safeguard Personal Property and valuables located within the Property;

36 c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;

37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be  
38 obtained by Broker;

39 e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal  
40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.

41

42 **10. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided  
44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and  
45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate  
46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination,  
47 information and use by authorized Association members, MLS Participants and Subscribers.

48

49 **11. OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the Property's  
50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as  
51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public.  
52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and  
53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments.  
54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: \_\_\_\_\_

1 Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the  
2 following by initialing the appropriate space(s) below:

3  
4 a. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want the listed Property to be **displayed on**  
5 **the Internet** (the listing will not appear on any Internet site). In selecting this option, Owner understands that  
6 consumers who conduct searches for listings on the Internet will not see information about the listed property in  
7 response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)  
8 732-3154.)

9  
10 b. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want the **address** of the listed Property  
11 to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will  
12 not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to  
13 the MLS at (702) 732-3154.)

14  
15 c. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or  
16 linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).

17  
18 d. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of**  
19 **value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the  
20 request of the owner).

21  
22 —OR—

23  
24 \_\_\_\_\_ Owner does **NOT** opt out of any of the above.

## 25 26 **12. REASONABLE MAINTENANCE AND REPAIR**

27  
28 **(A) Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through contracted  
29 services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property  
30 in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with  
31 lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ \_\_\_\_\_  
32 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the  
33 preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid  
34 danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by  
35 Broker at Owner's expense without prior approval.

36  
37 **(B) Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in working  
38 condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's  
39 responsibility to maintain all smoke detectors.

40  
41 **13. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, make contracts for  
42 electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility  
43 charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective  
44 utility companies and service providers and make changes to services as Broker deems necessary during the term of  
45 this Agreement.

## 46 47 **14. INSURANCE.**

48  
49 **(A) Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage and against  
50 liability for loss, damage or injury to property or persons which might arise out of the occupancy, management,  
51 operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's  
52 expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the  
53 Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less  
54 than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in  
55 force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate

Property Address: \_\_\_\_\_

1 evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this  
2 Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner  
3 and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such  
4 policies.

5  
6 **(B) Tenant's Insurance.** Tenants \_\_\_\_\_ (shall) **-OR-** \_\_\_\_\_ (shall not) be required to obtain renter's insurance.

7  
8 **15. SAVE HARMLESS.** Owner shall indemnify, defend and save Broker harmless from all loss, investigation,  
9 suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage  
10 incurred or occurring in, on or about the Property.

11  
12 **16. BROKER ASSUMES NO LIABILITY.** Broker assumes no liability for any damages, losses, or acts of  
13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or  
14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of  
15 environmental or other regulations which may become known during the term of this Agreement. Any such  
16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall  
17 promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where  
18 Owner's funds are deposited.

19  
20 **17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

21  
22 **(A) Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in connection  
23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit  
24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of  
25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes;  
26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged  
27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in  
28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.

29  
30 **(B) Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice  
31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of  
32 Broker, Owner shall pay an apportioned amount of such expense.

33  
34 **18. REPRESENTATIONS**

35  
36 **(A) Owner Representations.** Owner represents and warrants that Owner has full power and authority to  
37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed  
38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions,  
39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this  
40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have  
41 been secured and are current; that the building and its construction and operation do not violate any applicable  
42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is  
43 dependable and accurate. **OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES,**  
44 **DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS;** and that any future  
45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's  
46 receipt of notice of default (which commences foreclosure proceedings). **OWNER UNDERSTANDS THAT**  
47 **OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE**  
48 **PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE**  
49 **PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.**

50 **Owner Initials** [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

51  
52 **(B) Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party to  
53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or  
54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: \_\_\_\_\_

1 **19. COMMON INTEREST COMMUNITY.** If the Property is located within a Common Interest Community  
2 (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. **OWNER**  
3 **UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND**  
4 **RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S**  
5 **SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED.** Broker  
6 assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding  
7 or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs.  
8 Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to  
9 reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent  
10 and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.

11 **Owner Initials** [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
12

13 **20. TERMINATION**  
14

15 **(A) Early Termination.** This Agreement may be terminated by Owner before the termination date specified  
16 in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice,  
17 together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of  
18 the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the  
19 monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be  
20 the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner  
21 directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a  
22 transfer fee of \$ \_\_\_\_\_. This Agreement may be terminated by Broker before the termination date  
23 specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay  
24 Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the  
25 Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any  
26 expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner  
27 agrees to pay a cancellation fee of \$ \_\_\_\_\_.

28  
29 **(B) Owner Responsible for Payments.** Upon termination of this Agreement, Owner shall assume the  
30 obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold  
31 funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously  
32 incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the  
33 month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both,  
34 which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of  
35 income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination,  
36 Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of  
37 \$ \_\_\_\_\_ -OR- \_\_\_\_\_ %, whichever is greater, before delivering the balance of the funds to  
38 to the Owner. **Owner Initials** [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
39

40 **(C) Leasing Fee Survives.** In addition to the amounts specified in paragraph A of this Section, if Owner  
41 terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within  
42 \_\_\_\_\_ calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations  
43 or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section  
44 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another  
45 licensed real estate Broker after termination of this Agreement.  
46

47 **21. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties  
48 contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require  
49 Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes  
50 involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if  
51 this Agreement were still in effect.

1 **22. MISCELLANEOUS**

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**(A) Rights Cumulative; No Waiver.** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.

**(B) Agreement to Mediate.** All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.

**(C) Headings.** All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**23. APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.

**24. COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.

**25. SIGNATURES:** This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]



1 **26. FOREIGN INVESTMENTS IN REAL PROPERTY TAX (FIRPTA).** Pursuant to the Internal Revenue Code  
2 Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any  
3 non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions  
4 provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or foreign  
5 corporation, Broker will require a written statement from either a CPA or U.S. Tax Attorney. Owner \_\_\_\_\_ (is)-**OR-**  
6 \_\_\_\_\_ (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  
7

8 **27. ADDITIONAL TERMS:**

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26 **BROKER:** \_\_\_\_\_  
27 (Company Name)

28  
29 **By:** \_\_\_\_\_  
30 Authorized Agent for Broker Date Owner Signature Date  
31 Printed Name: \_\_\_\_\_  
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34 **By:** \_\_\_\_\_  
35 Broker Date Owner Signature Date  
36 Printed Name: \_\_\_\_\_  
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**EXHIBIT 1**

**PROPERTY INFORMATION**

6 Owner Name: \_\_\_\_\_

8 Property Address: \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

13 APN: \_\_\_\_\_

15 Existing Tenant (if any):

17 Name: \_\_\_\_\_

19 Home Phone: \_\_\_\_\_

21 Work Phone: \_\_\_\_\_

23 Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_ Maximum: \$ \_\_\_\_\_

25 Acceptable Lease Term: Minimum: \_\_\_\_\_ Years / Maximum: \_\_\_\_\_ Years

27 Will pets be considered? Yes  -OR- No  (If yes, Tenant must complete Application for Pet Approval.)

29 Will smoking be permitted in the unit? Yes  -OR- No

31 Will Section 8 be considered? Yes  -OR- No

33 As applicable:

35 CBU & Mail Box Number: \_\_\_\_\_

37 Parking Space Number: \_\_\_\_\_

39 Gate Code: \_\_\_\_\_

41 Alarm Code: \_\_\_\_\_

43 \_\_\_\_\_

Property Address: \_\_\_\_\_