RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

Property Address ____

Is multi-family unit (Yes) (No) If Yes, how many units? ________________

This RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this ______day of ____________20___, by and between ____("Owner") of the property(ies) described in Exhibit(s) attached hereto (each a "Property" or collectively, "Properties") and ______________________________________ ("Broker"), of ____________________________________(Company Name) by and through its authorized agent ___________________________________("Authorized Agent") Property Management Permit Number ____________________; who is properly authorized to administer the Property (individually, a "Party" and together, the "Parties") In recognition of the mutual promises contained in this Agreement, the Parties agree to the following:

Details of the Premises. The real estate to be managed under this Agreement is further detailed in the attached Exhibit(s). If this Agreement applies to multiple properties or a single property containing several units, such exhibits shall be labeled sequentially as 1, 2, 3, and so on.

1. NOTICES. All notices, requests, approvals, and reports required or permitted under this Agreement must be made in writing and directed to the following addresses:

TO OWNER:	TO BROKER and/or AUTHORIZED AGENT:
Name: ___________________________________	Company Name: ________________________________
Address: ________________________________	Address: ____
City, State, & ZIP: _____________________	City, State, & ZIP: ______________________________
Phone: __________________________________	Phone: ____
Fax: ____________________________________	Fax: ____
Email: __________________________________	Email: ____

2. ENGAGEMENT OF BROKER.

(A Engagement and Agreement to Terms. The Owner appoints the Broker as the Owner's sole and exclusive representative to lease and manage the Property, which includes marketing the Property for lease and finding a tenant, according to the terms and conditions set forth in this Agreement. The Broker agrees to this appointment and will provide the Company's management services for the Property. In addition to other compensation specified herein, the Owner agrees to cover all reasonable costs related to the services described. The Owner acknowledges and accepts that the Broker's duties may be carried out by one or more authorized representatives, including the designated Authorized Agent. Any mention of 'Broker' in this Agreement shall include such authorized representatives.

(B) Relationship of Broker to Owner. The Parties to this Agreement shall maintain a principal-agent relationship, with all responsibilities carried out by the Broker on behalf of, in the name of, and for the benefit of the Owner. When performing duties under this Agreement, the Broker acts solely as the Owner's agent. Nothing in this Agreement shall be interpreted as forming a partnership, joint venture, or any other type of business association between the Parties, nor does it obligate the Broker to assume any portion of financial losses related to the ownership or management of the Property. The Broker is considered an independent contractor and shall not be regarded as an employee of the Owner at any time during the term of this Agreement. Neither Party has the authority to legally bind or commit the other, except as specifically stated in this Agreement. However, the Broker is granted authority to act with any additional powers reasonably implied by this Agreement. The Broker shall not be held liable for delays in fulfilling obligations unless such delay is the result of intentional misconduct or gross negligence directly attributable to the Broker, its agents, or its staff.

(C) Term. The duration of this Agreement ("Term") shall commence on the ___ day of ________, 20, and continue for an initial period of ___ year(s), ending on the ___ day of ________**, 20**. Unless terminated earlier in accordance with Section 20 of this Agreement, it shall automatically renew each year on its anniversary date for additional one (1) year terms .

3. BROKER COMPENSATION AND EXPENSES. COMPENSATION/COMMISSIONS ARE NOT ESTABLISHED BY LAW OR ANY PROFESSIONAL ASSOCIATION. THEY ARE COMPLETELY NEGOTIABLE. As compensation for the services provided by the Broker under this Agreement (excluding reimbursement for expenses as outlined herein), the Owner agrees to compensate the Broker as follows

(A) Management Fee. Broker shall be paid the greater of $ _________per month or _____% of the monthly gross collected rents ("Management Fee"). A vacant property fee shall be paid to Broker in the amount of $ _________per month if the property is vacant. Any short period shall be prorated based on a thirty (30) day month.

(B) Leasing Fee. Upon the execution of a lease for any Property, Broker shall be paid a leasing fee, the greater of: $________ **–OR–** _________% of the first month's rent **–OR–**_________% of the annual rent. Additionally, Broker shall be paid a one-time, non-refundable fee of $ _____________each time a new tenant is placed in the subject property.

(C) Set-Up Fee. For adding any Property into the Broker's property management system, the Broker will receive a one-time, non-refundable fee of $______.

(D) Lease Renewals. For each lease renewal, the Broker will be compensated with a renewal fee of:

☐ **$**___________
☐___________**% of the monthly rent**
☐___________**% of the annual scheduled rent**

(E) Advertising. The Owner agrees to prepay for any advertisements placed for the Property on their behalf. The minimum advertising fee is $____. Unless otherwise directed by the Owner in writing, the Owner acknowledges that all advertising decisions (including the selection of media) will be made at the Broker's reasonable discretion.

(F) Late Payment Interest. Any amounts owed to the Broker that remain unpaid for more than 30 days after they become due will accrue interest at an annual rate of ______ %.

(G) Exceptional Services. An hourly rate of $ ___ per hour will be paid to the Broker for any exceptional, non-standard, or requested services, as reasonably assessed by the Broker during normal business operations. These extraordinary services may include, but are not limited to, attending eviction hearings or other legal proceedings, participation in HOA meetings, HOA compliance hearings (including Ombudsman hearings), or any other related activities.

(H) Referral Fees or Additional Compensation. The compensation owed to the Broker under this Agreement is not subject to sharing, dividing, or distributing to any other real estate licensee who refers a tenant applicant to the Broker. The Owner is hereby informed that any referral fee, additional compensation, or other payments made to any real estate licensee, if applicable, must be governed by a separate agreement referencing this Residential Property Management Agreement.

(I) Attorneys' Fees. If the Broker takes legal action to collect amounts owed, the Owner will pay all reasonable legal costs and attorney's fees, in addition to the owed amounts.

4. BANK ACCOUNTS.

(A) Trust Accounts. The Broker will open a separate Trust Account, distinct from any corporate or company account, for the deposit of collected funds, held in a federally insured financial institution. The Broker will determine the choice of depository. Funds designated for the Property in the Trust Account remain the Owner's property, subject to disbursement of expenses by the Broker as outlined in this Agreement. Any interest earned on this account will be retained by the Broker.

(B) Initial Deposit and Reserve. Upon signing this Agreement, the Owner shall pay the Broker a sum of $____ as a reserve ("Reserve"). The Reserve will be kept in the Trust Account to allow the Broker to cover the Owner's obligations under this Agreement. If additional funds are necessary, the Broker will inform the Owner. The Owner agrees to provide the additional funds to the Broker within 20 days of receiving such notice.

5. RECEIPT AND COLLECTION OF RENT AND OTHER PAYMENTS.

(A) Broker's Authority. The Broker will collect all rent, fees, and other amounts due on the Owner's behalf in connection with any Property. These funds will be deposited into the Trust Account held by the Broker for that Property.

(B) Special Charges. If allowed by applicable law, the Broker may collect and retain from tenants any or all of the following: an administrative fee for late rent payments, a fee for returned or dishonored checks, interest, a rental application fee, and any other fees reasonably determined by the Broker as part of regular business practices.

(C) Trust Account for Security Deposits. The Broker will maintain a distinct Security Deposit Trust Account for tenant security deposits and other deposits made on behalf of tenants. This Trust Account may contain deposits from multiple tenants. All deposits and funds held by the Broker will be collected, kept, and distributed in compliance with the applicable lease agreements and laws, including NRS Chapter 118A. Any interest accrued on tenant security deposits will be retained by the Broker.

6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS.

(A) Operating Expenses. The Broker is authorized to use funds from the Trust Account to cover all expenses and costs associated with operating the Property, as well as any other amounts owed to the Broker under this Agreement, including the Broker's compensation.

(B) Debt Service. The Owner shall provide the Broker with at least thirty (30) days' prior written notice before authorizing any additional monthly or recurring payments (such as mortgage obligations, property taxes, special assessments, or insurance premiums) to be made from the Owner's proceeds. If the Owner notifies the Broker to make such payments after the start of the Term, the Broker may request that the Owner increase the Reserve to cover these amounts.

(C) Net Proceeds. If the income from any Property during the specified period exceeds the Broker's compensation, costs, and expenses for repairs, replacements, and maintenance, and after replenishing and/or maintaining the Reserve, the Broker will transfer the excess funds as directed by the Owner, provided that the Owner gives at least thirty (30) days' prior written notice.

7. BROKER IS UNDER NO OBLIGATION TO PROVIDE UPFRONT FUNDS. Under no circumstances shall the Broker be obligated to use its own funds to cover such disbursements, nor shall the Broker be required to advance any money to the Owner, any trust account, or Reserve.

8. FINANCIAL AND ADDITIONAL STATEMENTS.

(A) Tax Reporting. The Owner agrees to supply the Broker with any necessary forms required by the Internal Revenue Service or other tax authorities before any funds are disbursed to the Owner.

(B) Reports. The Broker will provide the Owner with a monthly report detailing cash receipts and disbursements, as well as any other reports related to the operation of the Property, in the usual course of the Broker's business. The Broker will also supply the Owner with, and file with the appropriate tax authority(ies), any forms required by law.

(C) Foreign Investments In Real Property Tax Act (FIRPTA). In accordance with Section 1441 of the Internal Revenue Code (IRC), a withholding tax must be deducted from all fixed or determinable gross income of any non-resident alien individual, fiduciary, foreign partnership, or foreign corporation, unless exempt under the provisions of the IRC. If the Owner qualifies as a non-resident alien individual, fiduciary, foreign partnership, or foreign corporation, the Broker will require a written statement in compliance with the relevant IRS Code Section.

Owner ____________(is) **–OR–** ___________(is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

9. MULTIPLE LISTING SERVICE (MLS): The Broker is a participant in the Las Vegas Multiple Listing Service (MLS), and the listing details will be submitted to the MLS for publication and distribution to its participants and subscribers, in accordance with applicable MLS rules and Section 11, unless the Owner instructs otherwise by completing an 'Instruction to Exclude' form. The Broker is authorized to disclose the lease, including its price and terms, for the purposes of publication, distribution, and use by MLS members and subscribers.

10. TENANT PLACEMENT AND RENTAL ACTIVITIES.

(A) Authority. The Broker has the authority to negotiate, draft, and execute all lease agreements—including renewals, extensions, terminations, and amendments—on the Owner's behalf. Lease agreements will be prepared using the Broker's standard lease templates.

(B) Enforcement of the Leases. The Broker is authorized to initiate, in the Owner's name and at the Owner's cost, any legal actions or proceedings needed to enforce lease terms, recover rent or other income related to the Property(ies), or to pursue eviction or removal of tenants or other occupants. The Broker may issue and deliver any notices deemed necessary for enforcing lease provisions, including rent collection. If the Broker considers legal representation necessary, they may hire an attorney of their choosing, unless the Owner provides the name of a preferred attorney.

(C) Management/Maintenance Review. The Broker will conduct management and maintenance evaluations, inspections, and provide reports on the Property at move-in, upon tenant move-out, and at other times as reasonably deemed necessary. The Broker will inform the Owner of any issues regarding the Property's condition. In the case of a vacancy, the Broker will take reasonable steps to secure the Property.

(D) KEYBOX: Owner _____does **-OR-** _____does not authorize Broker to install a keybox **(_____electronic -OR- _____mechanical)** in connection with the showing of a Property. A keybox is a combination-style device that can be accessed by individuals who have the correct code. The Multiple Listing Service (MLS) requires that a valid, functional code for the keybox be provided in the listing to facilitate property showings. This code is entered into a confidential section of the MLS and is not meant for public disclosure. The Owner acknowledges they have been informed that:

a. The keybox is intended to allow access to the Property's interior for authorized individuals, as well as licensed professionals who may be needed to assist in leasing the Property;

b. The Owner is responsible for removing, securing, or protecting any personal items or valuables within the Property and ensuring proper insurance coverage;

c. The use of a keybox is not mandatory for the MLS, and the Owner is not required to allow its use;

d. If the Property is currently occupied by a tenant, their consent must also be obtained;

e. Owner _______**does -OR- does not** ______permit the Broker to provide a "One Day Code" to access the keybox on the Property. A "One Day Code" is an electronic method used to unlock the key compartment of the keybox. The Broker is authorized to issue One Day Codes only to approved parties and licensed professionals and agrees to take reasonable steps to verify the identity of such individuals.

f. The Owner acknowledges that neither the LVR, the MLS, the Broker, nor the Authorized Agent will provide insurance for the Owner or occupant against theft, loss, or damage resulting from access to the Property.

11. OWNER OPT OUTS: The MLS will distribute the listing information for each Property to MLS brokers, agents, members, subscribers, and/or their web vendors who maintain Internet sites, as well as other online platforms, which are typically accessible to the public. Some of these sites may feature sections where users can post reviews or comments about the Property alongside the listing (such as blogging), or include a link to these comments. Additionally, certain websites might automatically display an estimated market value for the Property next to the listing or provide a link to such an estimate. The Owner has the option to request that the Broker instruct the MLS not to display the Property online. The Owner can also request that the Property's address be excluded from online listings. The Owner understands that choosing to opt out will result in the Property and its address not appearing in search results on the Internet.

Owner may opt-out of any of the following features by initialing the appropriate space(s) below:

a. _____/_____/_____/______I/we have informed the Broker that I/we prefer not to have a comment section shown or linked to the listed Property (the site operator may note that this feature was disabled at the Owner's request).

b. _____/_____/_____/______I/we have informed the Broker that I/we do not wish for an automated value estimate to be displayed or linked to the listed Property (the site operator may indicate that this feature was disabled at the Owner's request). Please note that this restriction on the automated value estimate applies specifically to VOW (Virtual Office Websites) operated by MLS Participant Brokers. These websites allow brokers to engage and interact with clients online in a manner similar to traditional face-to-face interactions in a physical office. This restriction does not apply to automated value estimates provided by websites that are not MLS Participant sites.

—OR—

c. _____/_____/_____/______Owner does **NOT** opt out of any of the above.

12. NECESSARY MAINTENANCE AND REPAIRS.

(A) Ordinary/Emergency Maintenance Repair. Broker will either directly perform or arrange through contracted services, employees, or other means, all necessary repairs, maintenance, and replacements needed to keep the Property in habitable condition as per NRS 118A and to ensure its operational efficiency. This includes any changes required to meet lease terms, government regulations, or insurance obligations. Any repair costs exceeding $_________ require prior approval from the Owner, except in emergencies where immediate action is needed to preserve the Property, ensure safety, prevent the interruption of essential services, or comply with laws. In such cases, Broker may proceed with repairs at Owner's expense without prior consent. The Owner explicitly authorizes the Broker to help coordinate repair and maintenance work in compliance with Nevada law, with both parties acknowledging that no extra compensation will be given for these services. This authorization applies only to work that does not require a building permit, exceed $10,000 every six months, or involve a licensed general contractor.

(B) Smoke Detectors. At the Owner's cost, smoke detectors will be installed on the Property and ensured to be fully functional in compliance with applicable laws before the Tenant moves in. Once the Tenant occupies the Property, it will be their responsibility to maintain all smoke detectors.

13. UTILITIES AND SERVICES. The Owner, at their own expense and in their name, shall arrange for contracts related to utilities such as electricity, gas, water, and any other necessary services for the operation of the Property, unless the Owner authorizes Broker to arrange these services on the Owner's behalf at the Owner's expense. The Owner is solely responsible for all utility charges and deposits. If the Tenant fails to maintain any utilities or services, the Owner will be responsible for any costs incurred to restore those services as required by law. Broker has the right, though not the obligation, to arrange for these utilities and charge the Owner for the associated costs.

a. Owner is responsible for keeping the following utilities and/or services in their name:

The Broker recommends that the Owner keep Trash and Sewer services (unless not applicable) in the Owner's name for each Property.

(__) Trash (__) Sewer (__) Electric (__) Water (__) Gas (__) Cable (__) Internet

(__) Other: ____

Owner Initials [_______] [______]

b. The Owner grants the Broker, if applicable, permission to contact utility companies and service providers, make adjustments to services, or enter into service agreements as the Broker considers reasonably necessary.

Owner Initials [_______] [______]

c. The Owner agrees, at their own expense, to hire a licensed pool contractor to maintain the pool and a landscaping contractor to upkeep the sprinkler system and landscaping (if applicable) at any Property. However, the Owner may choose to pass the cost on to the applicable tenant as additional rent.

Owner Initials [______] [_______] Owner WILL provide pool service.

Owner Initials [______] [_______] Owner will NOT provide pool service.

Owner Initials [______] [_______] Owner WILL provide landscaping service.

Owner Initials [______] [_______] Owner will NOT provide landscaping service.

14. INSURANCE.

(A) Owner's Insurance. The Owner agrees to obtain and maintain sufficient insurance coverage for damage, as well as for liability related to loss, damage, or injury to property or individuals that could result from the occupancy, management, operation, or maintenance of the Property. This insurance must comply with applicable Nevada laws. Any deductible required under such policies will be the responsibility of the Owner. The Broker will be listed as an additional insured on all liability insurance policies related to the Property, and the Owner must provide proof of this within fifteen (15) days of this agreement being executed. Liability insurance should meet the Broker's reasonable satisfaction in terms of form, substance, and coverage amounts, but must not be less than $500,000 per incident and $1,000,000 in total coverage. The Owner must provide the Broker with evidence of active fire insurance policies and secure appropriate vandalism coverage for the Property. A certificate proving both fire and liability insurance must be provided to the Broker, or duplicate copies of such policies, within fifteen (15) days of the Broker assuming management of the Property, and at any point thereafter upon a minimum of ten (10) days' written notice from the Broker. These policies must include a provision for notice of default or cancellation to be sent to both the Broker and the Owner, requiring a minimum of thirty (30) days' written notice before any cancellation or modification of the policies. If any of these insurance policies lapse, or if the Owner fails to maintain policies in the required amounts, the Broker has the right, but not the obligation, to secure insurance on behalf of the Owner at the Owner's sole cost, plus a 10% administrative fee to be paid to the Broker. **Owner Initials [_____________________________________] [_______]**

(B) Tenant's Insurance. Tenants _______(shall) **–OR–** _______(shall not) be required to obtain renter's insurance.

15. HOLD HARMLESS. The Owner agrees to indemnify, defend, and hold the Broker harmless from any and all losses, investigations, lawsuits, damages, costs, expenses (including attorney's fees), liabilities, or claims arising from or related to the Property. **Owner Initials [______] [______]**

16. BROKER ACCEPTS NO RESPONSIBILITY OR LIABILITY. The Broker accepts no responsibility for any damages, losses, or actions of omission by the Tenant. The Broker is not liable for any actions or omissions of the Owner, previous Owners, or prior brokers. The Broker also assumes no responsibility for any tenant defaults. The Broker will not be liable for any violations of environmental or other regulations that may come to light during the term. If any such regulatory violations or apparent or hidden hazards are discovered, the Broker will notify the Owner, who must address and resolve these issues at their own expense. Additionally, the Broker is not responsible for any bankruptcy or failure of the bank where the Owner's funds are held.

17. OWNER'S OBLIGATION FOR LITIGATION COSTS.

(A) Legal and Regulatory Costs. The Owner agrees to pay or reimburse the Broker for any fines, fees, penalties, or other costs related to any claim, legal action, or lawsuit involving an alleged breach of laws concerning fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including illegal discrimination based on race, sex, color, religion, national origin, disability, familial status, age, or any other protected class. However, the Owner will not be responsible for these expenses if the Broker is ultimately found, in a court of law, to have personally violated such laws, rather than in a representative capacity. This Agreement does not require the Broker to hire legal counsel to represent the Owner in any such claim or legal action..

(B) Fees for Legal Advice. The Owner agrees to cover reasonable costs incurred by the Broker for obtaining legal advice related to compliance with any laws affecting the Property. If these costs also benefit other parties represented by the Broker, the Owner shall pay a proportionate share of the expense.

18. REPRESENTATIONS

(A) Owner Representations. The Owner affirms and guarantees that they have full authority to enter into this Agreement; that no written or verbal agreements exist concerning any Property, except for the disclosed tenant leases, copies of which have been provided to the Broker; that there are no recorded easements, restrictions, reservations, or rights of way that negatively impact the use of any Property for the purposes outlined in this Agreement; that each Property is properly zoned for its intended use; that all necessary permits for operating each Property have been obtained and remain valid; that any buildings and improvements on any Property, as well as their construction and operation, comply with all applicable laws, statutes, ordinances, rules, regulations, and orders; and that all information provided by the Owner is reliable and accurate. **THE OWNER AFFIRMS THAT ALL LOANS, NOTES, MORTGAGES, TAXES, DUES, UTILITIES, OR TRUST DEEDS ARE PAID IN FULL AND ARE UP TO DATE, WITH NO DEFAULTS;** The Owner further represents that any future defaults on loans, mortgages, dues, utilities, or trust deeds will be communicated to the Broker within 14 days of the Owner receiving a Notice of Default (which initiates foreclosure proceedings). ADDITIONALLY, THE OWNER AFFIRMS THAT NO LIENS OF ANY KIND, INCLUDING HOA OR OTHER SUPER-PRIORITY LIENS, HAVE BEEN RECORDED AGAINST THE PROPERTY. **THE OWNER ACKNOWLEDGES THAT OFFERING A PROPERTY FOR LEASE WHILE IT IS UNDERGOING FORECLOSURE PROCEEDINGS, WITHOUT PROVIDING WRITTEN DISCLOSURE, CONSTITUTES A DECEPTIVE TRADE PRACTICE THAT MAY RESULT IN BOTH CIVIL FINES AND CRIMINAL CHARGES. Owner Initials [____] [_____]**

(B) Multiple Listing Service. Neither any multiple listing service (including the MLS) nor any real estate association (including LVR) is a party to this Agreement, and neither the MLS nor any real estate association (including LVR) sets, influences, proposes, or advises on the compensation for any services rendered under this Agreement.

19. SHARED INTEREST COMMUNITY. If any Property is situated within a Shared Interest Community ("SIC"), the Owner acknowledges and agrees that the Broker is not involved in and has no authority over the SIC. **THE OWNER UNDERSTANDS THAT THE COMMUNITY'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("CC&RS") MAY IMPOSE LIMITATIONS ON LEASING ANY PROPERTY, AND IT IS THE OWNER'S SOLE RESPONSIBILITY TO VERIFY WHETHER ANY PROPERTY IS SUBJECT TO SUCH RESTRICTIONS.** The Broker assumes no responsibility for any expenses related to or resulting from the termination or expiration of any tenancy. The Broker is not liable for understanding or adhering to the CC&Rs and is not responsible for any future changes or updates to the CC&Rs. The Owner remains fully responsible for any assessments, violations, fines, or fees owed to the CIC and agrees to reimburse the Broker for any such payments made on the Owner's behalf. Any subsequent notice identifying the Broker as the Owner's property manager will not alter the terms of this section. Additionally, the Owner is required to provide copies of the CC&Rs to ensure tenant compliance with those rules. If the Owner fails to provide current copies of the CC&Rs, the Broker reserves the right, but is not obligated, to obtain them at the Owner's expense. **Owner Initials [__] [_____]**

20. TERMINATION

(A) Termination/Expiration. The Owner may terminate this Agreement prior to the expiration date specified in Section 2(C) by providing written notice to the Broker at least 30 days before the proposed termination date, along with a cancellation fee equal to the Management Fee that would have been earned for the remainder of the term of each existing lease agreement or this Agreement, whichever amount is higher. For this purpose, the monthly management fee for the remaining term of the lease shall be assumed to be the same as the last full calendar month before the notice of cancellation was provided. If the Owner requests the Broker to transfer files and documents to a new management company, the Owner will pay the Broker a transfer fee, which will be the lesser of $_________ or $_________ per hour for copying and transfer costs. The Broker may terminate this Agreement before the expiration date in Section 2(C) with 30 days written notice to the Owner. Within ten days following the termination date, the Owner will pay any amounts due under this Agreement. If this Agreement is terminated by either party before any lease is executed for any Property, the Broker will retain the Set-Up Fee, and the Owner will reimburse the Broker for actual expenses incurred related to the Property within ten (10) days after receiving an accounting of those expenses. If the Owner terminates the Agreement before a lease offer is made to a tenant for any Property, the Owner agrees to pay an additional cancellation fee of $ ______________________.

(B) Owner's Obligation for Payments. Upon the termination or expiration of this Agreement, the Owner will take on responsibility for any contracts or outstanding expenses incurred by the Broker for any Property. The Broker may retain funds for up to thirty (30) days after the end of the month in which this Agreement ends to settle any unpaid bills and close accounts. Within thirty (30) days after the termination of this Agreement, the Broker will provide the Owner with any remaining balance of funds or tenant security deposits held by the Broker for each Property, along with a final accounting of income and expenses related to each Property as of the termination or expiration date. If the Broker receives any funds after the Agreement has ended that are owed to the Owner, the Broker may deduct an administrative fee of $____ or ___%, whichever is greater, before forwarding the remaining balance to the Owner.
Owner Initials [________] **[________]**

(C) Leasing Fee Continues to Apply. In addition to any other amounts owed to the Broker under this Agreement, if the Owner terminates this Agreement before the expiration date specified in Section 2(C) and/or before any Property is leased, and within a specified number of calendar days after termination, any Property is leased to someone with whom the Broker has had prior negotiations or to whom the Property was shown before termination, the Broker shall be entitled to the Leasing Fee outlined in Section 3(B). This provision does not apply if the Owner enters into a valid property management agreement with another licensed real estate Broker following the termination of this Agreement.

21. INDEMNIFICATION SURVIVES. All representations and warranties made by the Parties in this Agreement will remain in effect even after the expiration or termination of this Agreement. Any provisions that require the Owner to maintain insurance or to defend, reimburse, or indemnify the Broker will continue to apply following termination or expiration. If the Broker is involved in any legal proceedings or litigation due to having acted as the Owner's Broker, these provisions will apply as though this Agreement is still active.

22. MISCELLANEOUS

(A) Rights Cumulative; No Waiver. The use of any right or remedy under this Agreement shall not be considered an election of remedies, and all rights and remedies shall be cumulative. If either party fails to insist on strict compliance with any terms of this Agreement or does not exercise any right or remedy, it shall not be interpreted as a waiver of that right or remedy for future defaults. Each right and remedy outlined in this Agreement may be exercised periodically and as often as the party exercising such rights or remedies deems necessary.

(B) Agreement to Mediate. Prior to initiating any legal action to enforce any provision of this Agreement, the Parties agree to first attempt mediation, a process in which a mediator mutually selected by the Parties will assist in resolving the dispute. Any mediation costs will be shared equally between the Parties. In any legal action or proceeding that arises from a dispute under this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney's fees from the other Party, as determined by the court or mediator.

Owner Initials [______] [_______] Broker Initials [______] [_______]

(C) Headings. The headings and subheadings in this Agreement, as well as the accompanying List of Provisions, are included solely for convenience and ease of reference. They should not be used to influence the interpretation or construction of any part of this Agreement. This Agreement will be interpreted based on the plain and ordinary meaning of its terms and will not be construed in favor of or against either Party due to the fact that (i) it may differ from any previous draft, or (ii) one Party may have been primarily responsible for drafting any part of this Agreement.

(D) Waiver, Modification and Amendment. No part of this Agreement can be waived unless it is done in writing and signed by all Parties involved. A waiver of any provision of this Agreement does not constitute a waiver of any other provision or create a continuing waiver. This Agreement can only be altered or amended through a written agreement that is signed by all Parties.

(E) Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by either Party without the prior written approval of either Party, which approval may be withheld in the sole and absolute discretion of non-assigning party.

(F) Notices. All communications under this Agreement must be made in writing and delivered through one of the following methods: confirmed personal delivery, facsimile, email, certified mail with prepaid postage, or overnight courier. Notices will be sent to the address or email specified by the respective Party, which, at the outset, will be the addresses listed on the signature page of this Agreement. Any notice sent via certified mail will be considered delivered five (5) days after mailing. Notices delivered through other methods will be regarded as received when they are actually delivered. No party may dispute the delivery method of a notice once it has been received in writing by an authorized representative of that Party.

(G) Partial Invalidity. If any term of this Agreement is determined by a court with proper authority to be invalid, void, or unenforceable, the rest of the terms will remain in effect and continue to be fully enforceable, unaffected or invalidated in any way.

(H) Publicity. Neither Party shall issue any public statement regarding this Agreement without prior consent from the other Party. However, if the Parties cannot reach an agreement on an acceptable statement, one Party may still release a press statement if their legal counsel advises that it is required to comply with relevant securities or similar regulations.

(I) A waiver of any default, violation, or failure to fulfill obligations under this Agreement shall not be interpreted as a waiver of any future default, violation, or failure to perform. Furthermore, a waiver of any default, violation, or failure to perform does not constitute a change to the terms of this Agreement unless it is documented in writing as an amendment to this Agreement.

23. APPLICABLE LAW. The laws of the State of Nevada shall govern the interpretation of this Agreement. Any legal action related to this Agreement must be filed in the state court of the county where the Property is situated.

24. COMPLETE AGREEMENT. This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns. Any modification to this Agreement is only valid if made in writing and signed by the Parties. No other warranties or representations exist outside of what is stated in this Agreement. This document constitutes the complete and exclusive agreement between the Parties regarding the matters addressed herein and overrides any previous agreements or understandings, if any, related to the subject matter. This Agreement represents the full understanding between the Parties and is entered into willingly, with full awareness and comprehension of its terms. Additionally, the signatories of this Agreement, individually and collectively, (a) affirm that they have had the chance to seek independent legal advice before signing, (b) acknowledge that the terms of this Agreement have been explained to them, and (c) confirm that they sign this Agreement with the intention of being fully bound by its provisions..

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.]

26. ADDITIONAL TERMS:

BROKER: ______________________________________
Brokers license # _________ (Company Name)

By: ____ ____
Authorized Agent for Broker Date Owner Signature Date

Authorized NRS 645 Printed Name: ________________________________
Permitted Property Manager Number: ______________

By: ____ ____
Broker and or Date Owner Signature Date
Designated Property Manager Printed Name: ________________________________

EXHIBIT _____
PROPERTY INFORMATION

Owner Name: ____

Property Address: ____

____

Date: ________________________

he Parties agree that the duration of the governing Residential Property Management Agreement is extended by one (1) calendar year from the date of this Property Information Form. All other provisions of the Residential Property Management Agreement shall remain unchanged and in full effect.

Authorized Agent for Broker _____________Owner ________________________Owner ________________________

Existing Tenant (if any):

Name:
Home Phone:
Work Phone:
Email:

Acceptable Rental Rate/Month: Minimum: $___________Maximum: $___________

Acceptable Lease Term: Minimum _________Years / Maximum: _________Years

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

Any Restrictions? ____

Service/Emotional Animals are not considered pets.

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

Will Section 8 be considered? Yes _______-OR- No ________

As applicable:

CBU & Mail Box Number: _____________ Parking Space Number: ____________

Gate Code: ________ Alarm Code: _______________

Homeowner/Fire Insurance Company: ____________________ Policy Number: ___________________________

Phone Number: ________________________________ Policy Limits: ____________________________

Broker listed as Additional Insured: Y_______ N ________

Additional Insurance Policy: ____________________________ Policy Number: ___________________________

Phone Number: ________________________________ Policy Limits: ____________________________

Broker listed as Additional Insured: Y_______ N ________

Home Warranty Company: ______________________________ Policy Number: ___________________________

Phone Number: _______________________________________

COMMON INTEREST COMMUNITY: The Property □ is –OR– □is not located within a Common Interest Community (CIC). If yes, please complete the following:

Name of CIC(s): ____

Management Company: ____

Telephone: ___________________Dues: $_________payable □ monthly -OR- □ quarterly

Owner □ is -OR- □is not current on all dues and assessments.

Name of CIC(s): ____

Management Company: ____

Telephone: ___________________Dues: $_________payable □ monthly -OR- □ quarterly

Owner □ is -OR- □is not current on all dues and assessments.

Inventory/Appliances Provided by Owner:

____

____

____

____

____

____

____

____

____

By: ____ ____

Authorized Agent for Broker Date Owner Signature Date

Printed Name: ____