

Page 1 of 13



RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

J	s multi-family unit (Yes) (No) If Yes how ma	iny units?
_	This RESIDENTIAL PROPERTY MANA	AGEMENT AGREEMENT ("Agreement"), entered into this
	day of20, by and be	
_		("Owner") of the property(ies) described in Exhibi
a a	ttached hereto ("Property") and	("Broker"), of
_	(Company	Name) by and through its authorized agent
-	(°Compan)	"Authorized Agent") Property Management Permit Numbe
_		Property, (each a "Party and collectively "Parties") In
c	consideration of the mutual terms of this Agreemen	
I	Description of the Property. The Property to	be managed under this Agreement is more fully describe
		one property, or one property with multiple units, is covered
t]	his Agreement such exhibits shall be enumerated	1, 2, 3 etc.
	G	
1	. NOTICES. Any notices, demands, conse	ents and reports necessary or provided for under this Agree
S	hall be in writing and shall be addressed as follow	/s:
Ί	TO OWNER:	TO BROKER:
N	Name:	Company Name:
P	Address:	Address:
(Address:	Address:City, State & ZIP:
P	Phone:	Phone:
ŀ	ax:	\ Fax:
E	Email:	\Tr11.
e e	All notices shall be faxed, emailed, mailed by USI effective as of the date the notice is faxed, emailed	PS or other mail carrier, courier or messenger. Notices shall or mailed (whichever is later).
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(C) Term. The term of this Agreement shall be for an initial period of 20 tearlier terminated as provided in Section 20 herein, the Agreement shall renew annually upon its anniversar for successive periods of one (1) year each. 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by I under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled heret Owner shall pay Broker as follows: (A) Management Services. Broker shall be paid the greater of S per month or the monthly gross collected rents. Payments due to Broker for periods of less than the scheduled rental pashall be prorated based on a thirty (30) calendar day. A yacant property fee shall be paid to Broker in the a of S if the property is vacant. (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is effectuated, Broker is paid a leasing fee, the greater of: \$ OR- 60 fee annual rent. Additionally, Broker shall be paid a one-time, non-refundable fee of S or the interval of the property. (C) Set-Up Fee. For entering the Property into Broker's property management system, Broke be paid a one-time, non-refundable fee of S owner shall pay the commission within thirty (30) days ocommencement of the lease agreement. Owner understands and agrees that such commission with paid cale dasted broker (including Broker's leasing staff) who brings a qualified Tenant that results in a signed lead estate Broker (including Broker's leasing staff) who brings a qualified Tenant that results in a signed lead casted broker (including Broker's leasing staff) who brings a qualified Tenant that results in a signed lead of the monthly rent 10 months of the month of the	(41 66 14	rem. The term of this Agree	ment shall be for an i	initial period of	20	_ year
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1 2 3 5 6 7 Agreement. Any interest accrued on this account will be retained by Broker. . 8 9 10 11 12 become due. Broker shall notify Owner if additional funds are required. Owner shall, as soon as practicable, 13 14 15 16 17 18 5. 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 6. 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

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- Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured. Such depository shall be at the sole discretion of Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this
- Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall as a reserve. Owner shall maintain the reserve stated herein at all remit to Broker the sum of \$ times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they

remit such additional funds by Broker.

BANK ACCOUNTS.

Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust **(C)** EGA Account for security and other deposits.

COLLECTION OF RENTS AND OTHER RECEIPTS.

- Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on (A) Owner's behalf in connection with the management and operation of the Property. Such funds shall be deposited in the Trust Account maintained by Broker for the Property.
- Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest, a rental application fee and any other fees as determined by Broker.
- Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for security and other deposits on tenant's behalf. Such Trust Account(s) may hold deposits of multiple tenants Broker shall collect a security deposit and deposit it into the Security Deposit Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on Tenant security deposits shall be retained by Broker.

DISBURSEMENTS OF RENTS AND OTHER RECEIPTS.

- Operating Expenses. From the Trust Account, Broker is hereby authorized to pay for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation.
- **Debt Service.** Owner shall give Broker advance written notice of at least thirty (30) days to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all times in the Trust Account.
- Net Proceeds. To the extent that funds are available and after maintaining the reserve amount as specified in Section 3(B), Broker shall transmit the cash balances to Owner or as otherwise directed by the client in writing. Net proceeds are defined as the amount after all costs and expenses are deducted by Broker from the gross proceeds from the Property

Property Address					
Property Owner					
Residential Property Management Agree	ement Rev. 10.21	© 2021 G	reater Las Vegas	Association of REAL	TORS®
Page 3 of 13	Authorized Agent f	or Broker	Owner	Owner	

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7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time insufficient to pay disbursements due and payable, On Owner's Behalf, Owner shall, not later than 10 days after notice, remit to Broker sufficient funds to cover the deficiency and replenish the reserve. In no event shall Broker be required to use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the Trust Account.

8. FINANCIAL AND OTHER REPORTS.

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- **(B)** Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.
- (C) Foreign Investments In Real Property Tax Act (FIRPTA). Pursuant to the Internal Revenue Code (IRC)Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or foreign corporation, Broker will require a written statement pursuant to the controlling IRS Code Section.

Owner ____ (is) -OR- ____ (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

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

10. LEASING AND RENTING.

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease forms.
- **(B)** Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorney's fees and court costs.
- **(C)** Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.

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Residential Property Management Agreeme	ent Rev. 10.21	2021 Greater Las Vegas	Association of REAL	TORS®
Page 4 of 13	Authorized Agent for Broke	r Owner	Owner	A ~

	(D) KEYBOX: Owner does -OR- does not authorize Broker to install a keybox
	electronic -OR mechanical) in connection with the showing of the Property. A mechanical keybo
is a co	ombination-type box that can be opened by anyone who has access to the combination/code. The ML
	es that a valid working code for a mechanical keybox be included in the listing for ease of showing. The
	s a confidential field that is not intended to be available to the public. Owner acknowledges that they have
been ac	dvised that:
	a. The purpose and function of the keybox is to permit access to the interior of the Property by a
	members of LVR MLS as well as any licensed professionals necessary to facilitate the sale of the
	Property;
	b. Owner should safeguard Personal Property and valuables located within the Property;
	c. It is not a requirement of the LVR MLS for an Owner to allow the use of a keybox;
	d. Where a Tenant occupies the Property, the Tenant's consent is also required, which shall be obtained
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by Bro	
	e. Owner does -OR does not authorize Broker to issue "One Day Codes" to access the
	onic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the
keybox	x key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to
use all	reasonable means to verify the identity of said licensed professionals.
	f. Owner acknowledges that LVR, the MLS, Broker or its Authorized Agent is not insuring owner of
occupa	ant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps a
•	e necessary to secure and protect the Property during any time that a keybox is being used and obtaining
•	oriate insurance.
approp	frate insurance.
11	OWNED OPE OFFICE O C. (1 1 1 1 1 1 1 1 M.C. 11 1 1 1 1
11.	OWNER OPT OUTS: Owner further understands and acknowledges the MLS will disseminate the
	ty's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet
sites, a	as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are general
availab	ble to the public. Some, but not all, of these websites may include a commentary section where consumer
may in	nclude reviews and comments about the Property in immediate conjunction with the listing (blogging), or
	e a link to the comments. In addition, some, but not all, of these websites may display an automate
	te of the market value of the Property in immediate conjunction with the listing, or provide a link to the
	te. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
Commu	®
	a. I/we have advised the Broker that I/we DO NOT want the listed Property to b
	displayed on the Internet (the listing will not appear on any Internet site). In selecting this option
	Owner understands that consumers who conduct searches for listings on the Internet will not se
	information about the listed property in response to their search.
	b I/we have advised the Broker that I/we DO NOT want the address of the
	listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
	the Property address will not appear in conjunction with the listing).
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	c. I/we have advised the Broker that I/we DO NOT want a commentary sectio
	displayed or linked to the listed Property (the site operator may indicate that the feature was disabled
	the request of the extract
	the request of the owner).
	d I/we have advised the Broker that I/we DO NOT want an automate
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	d I/we have advised the Broker that I/we DO NOT want an automate estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR—
Property	d I/we have advised the Broker that I/we DO NOT want an automate estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR— Owner does NOT opt out of any of the above.
	d I/we have advised the Broker that I/we DO NOT want an automate estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR—

(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition in accordance with NRS 118aand for the operation for the property, and all alterations required to comply with lease requirements, sowermental regulations or insurance requirements. Any cost exceeding S must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval. Owner hereby expressly authorizes Authorized Permitted Property Manager/Broker to assist in scheduling work to repair or maintain the subject property pursuant to Nevada Revised Statute 624 031(11). Both parties acknowledge that the Authorized Permitted Property Manager/Broker will not receive any additional compensation for this assistance. Both parties further acknowledge that this authorization is only valid for work that does not require a building permit or does not exceed \$10,000.00 every six months or a general contractor is required. (B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in uncless Owner designates Broker to contract these services herein. All utility charges and deposits shall be Owner's responsibility to maintain all smoke detectors. 13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property unless Owner designates Broker to contract these services herein. All utility charges and deposits shall be Owner's responsibility. Should, at any time, Tenant fail to maintain utilities	1	12.	REASONABLE MAINTENANCE AND REPAIR.
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Residential Property Management Agreement Rev. 10.21 © 2021 Greater Las Vegas Association of REALTORS®		-	•
		Proper Residen	tial Property Management Agreement Rev. 10.21 © 2021 Greater Las Vegas Association of REALTORS®

Page 6 of 13

21 © 2021 Greater Las Vegas Association of REALTORS® Authorized Agent for Broker _____ Owner ____ Owner ____

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1	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	service may also be billed to tenant as part of the month	ıly
2	rent should Owner choose.		
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4		provide landscaping service.	
5	Owner Initials [] [] Owner will N	NOT provide landscaping service.	
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9	14. INSURANCE.		
10			
11	(A) Owner's Insurance. Owner shall o	obtain and keep in force adequate insurance against dama	ge
12		property or persons which might arise out of the occupance	
13		rty. Said insurance shall comply with applicable Nevada la	
14		es shall be the Owner's expense. Broker shall be named as	
15		s maintained with respect to the Property, and Owner sh	
16		e effectuation of this agreement. Liability insurance shall	
17		actory to Broker, but not less than \$500,000 (five hundr	
18		ith proof of fire insurance policies in force and shall obta	
19		ner shall furnish Broker with a certificate evidencing fire a	
20		policies within fifteen days (15) of the effectuation of the	
21		of default or cancellation shall be sent to Broker as well	
22		days written notice to Broker before any cancellation of	or
23	changes to such policies.		
24	If any of the above-mentioned insurance p	policies lapse, or if Owner fails to maintain policies in t	he
25	prescribed amounts, Broker shall have the right	nt, but NOT THE OBLIGATION to obtain insuran	ce
26	policies for the coverage and amounts prescribed	ed above. Broker shall immediately notify Owner of the	nis
27		n 10 days Owner shall reimburse Broker for the amou	
28	Broker paid for said insurance coverage plus a 109		
29	Broker para for said insurance coverage plus a 10	770 penaity. Owner initials []	
30	(B) Tenant's Insurance. Tenants	(shall) OD (shall not) he required to obtain rente	" , "
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32	insurance.		
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33		nify, defend and hold Broker harmless from any and all lo	
34	investigation, suits, damage, cost, expense (including	o attorney's tees) liability or claims inclirred or occurring:	
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such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.

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

18. REPRESENTATIONS

- Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, DUES, UTILTIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT **DEFAULTS**; and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported to Broker within 14 business days of Owner's receipt of Notice of Default (which commences foreclosure proceedings). OWNER FURTHER REPRESENTS THAT NO LIENS OF ANY TYPE (INCLUDING HOA AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. Owner Initials [
- **(B)** Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.
- 19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section. Further, Owner shall provide copies of any CC&Rs for tenant compliance with such rules. Should Owner fail to provide current CC&Rs or copies, of same, Broker reserves the right, but shall not be obligated, to secure such CC&Rs at Owner's expense. Owner Initials [_____] [____]

20. TERMINATION.

(A) Termination/Expiration. This Agreement may be terminated by Owner before the expiration date specified in Section 2(D) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease

Property Address	G				
Property Owner					
Residential Property Management Agre	eement Rev. 10.21	© 2021 G	reater Las Vegas A	Association of REAI	TORS
Page 8 of 13	Authorized Agent f	or Broker	Owner	Owner	

1	agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of
2	cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management
3	company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the expiration date specified in Section 2(D) upon 30 days written notice to Owner.
4	terminated by Broker before the expiration date specified in Section 2(D) upon 30 days written notice to Owner.
5	Within ten days of the termination date, Owner will pay Broker all monies due under this Agreement via certified
6	funds. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to
7	retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to
8	the Property within ten days of receipt of an accounting of said expenses, in certified funds. If Owner terminates
9	this Agreement prior to leasing the Property, Owner agrees to pay an additional cancellation fee of
10	\$ in certified funds.
11	
11 12	(B) Owner Responsible for Payments. Upon termination or expiration of this Agreement, Owner
13	shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement.
14	Broker may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated
15	or has expired in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall
16	deliver to Owner, within thirty (30) days after the end of the month in which this Agreement is terminated, any
17	balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to
18	the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the
19	Property as of the date of termination or withdrawal expiration. If, after termination or expiration Broker receives
20	funds which are payable to the Owner, Broker may deduct an administration fee of \$ -OR-
	%, whichever is greater, before delivering the balance of the funds to the Owner.
22	Owner Initials [] []
23	
21 22 23 24 25 26	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if
25	Owner terminates this Agreement before the expiration date in Section 2(D) and/or before the Property is leased,
26	and within calendar days of the termination the Property is leased to anyone with whom the Broker
27	has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the
28	Leasing Fee set forth in Section 3(B). This paragraph C shall not apply if Owner enters into a valid property
29	management agreement with another licensed real estate Broker after termination of this Agreement.
30	
31	21. INDEMNIFICATION SURVIVES. All representations and warranties of the Parties contained herein
32	shall survive the expiration or termination of this Agreement. All provisions of this Agreement that require
33	Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination or expiration.
34	If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such
35	provisions shall apply as if this Agreement were still in effect.
36	22. MISCELLANEOUS.
37	22. MISCELLANEOUS.
38	
39	(A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this
40	Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of
41	either party to this Agreement to insist at any time upon the strict observance or performance of any of the
1 2	provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be
43	construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy
44	provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the
45	party exercising such right or remedy.
46	
1 7	(B) Agreement to Mediate. Before any legal action is taken to enforce any term or condition under
48	this Agreement, the Parties agree to engage in mediation, a dispute resolution process, through a mediator
49	mutually agreed upon by the Parties. Mediation fees, if any, shall be divided equally among the Parties involved.
50	In any action or proceeding involving a dispute between the Parties arising out of this Agreement, the prevailing
51	Party shall be entitled to receive from the other Party court costs and reasonable attorney's fees to be determined
52	by the court or mediator.
53	Owner Initials [] [] Broker Initials [] []
	Property Address
	Property Owner
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	Page 9 of 13 Authorized Agent for Broker Owner Owner

 amendment to this Agreement.

- (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. This Agreement shall be interpreted according to the fair and common meaning of its terms and shall not be construed in favor of, or against, either of the Parties hereto by reason of the extent to which this Agreement or any such provision hereof (i) is inconsistent with any prior draft hereof or (ii) was drafted by one Party or the other to this Agreement.
- **(D)** Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written contract executed by all of the parties hereto.
- **(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 notices under this Agreement will be in writing and will be delivered by personal service, facsimile, electronic mail, or certified mail, postage prepaid, or overnight courier to such address or email address, as may be designated from time to time by the relevant Party, which initially shall be the addresses set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.
- **(G) Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- **(H) Publicity.** Neither Party shall make any public announcement concerning this Agreement without the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.
- (I) Waiver of any default, breach, or failure to perform under this Agreement is not deemed to be a waiver of any subsequent default, breach, or failure of performance. In addition, waiver of any default, breach, or failure to perform is not construed to be a modification of the terms of this Agreement unless reduced to writing as an
- 23. APPLICABLE LAW. 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 Property is located.
- 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. This Agreement sets forth the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof. This Agreement represents the entire agreement between the Parties and is entered into freely and voluntarily with full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to Property Address

Property Owner				
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Page 10 of 13	Authorized Agent for B	oker (Owner Owne	er

execution of this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign the Agreement with the intent to be fully bound thereby.

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.]

Property Address					
Property Owner					
Residential Property Management Agreeme	nt Rev. 10.21	© 2021 Grea	ter Las Vegas A	ssociation of REALT	ORS®
Page 11 of 13	Authorized Agent	for Broker	Owner	Owner	

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Brokers license # (Company Name)	GAS	Date
Brokers license # (Company Name) By: Authorized Agent for Broker Date	Owner Signature	Date
Brokers license # (Company Name) By: Authorized Agent for Broker Date Authorized NRS 645	GAS	Date
Brokers license # (Company Name) By: Authorized Agent for Broker Date Authorized NRS 645	Owner Signature	Date
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Brokers license # (Company Name) By: Authorized Agent for Broker Date Authorized NRS 645 Permitted Property Manager Number: By: Broker and or Date	Owner Signature Printed Name: Owner Signature Printed Name:	Date

EXHIBIT 2 PROPERTY INFORMATION 3 4 5 6 7 8 Owner Name: Property Address: ğ 10 Date: 11 12 The parties hereby agree that the term of the controlling Residential Property Management Agreement is hereby extended for 13 one (1) calendar year from the date of this Property Information Form. Any and all other terms of the Residential Property 14 Management Agreement shall remain the same and in force. Authorized Agent for Broker 15 Owner ____ Owner __ 16 17 Existing Tenant (if any): 18 Name: 19 20 21 Home Phone: 22 Work Phone: 23 24 Email: 25 26 27 Acceptable Rental Rate/Month: Minimum: \$_____ Maximum: \$_____ 28 29 Acceptable Lease Term: Minimum Years / Maximum: Years 30 Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.) 31 32 Any Restrictions? 33 Service/Emotional Animals are not considered pets. 34 35 Will smoking be permitted in the unit? Yes _____ -OR- No _____ 36 37 Will Section 8 be considered? Yes -OR- No 38 As applicable: 39 40 CBU & Mail Box Number: Parking Space Number: 41 42 Gate Code: Alarm Code: 43 44 Homeowner Insurance Company: Policy Number: Policy Limits: 45 Phone Number: Broker listed as Additional Insured: Y ___ N___ 46 47 48 Fire Insurance Company: Policy Number: 49 Phone Number: Policy Limits: Broker listed as Additional Insured: Y N 50 51 Home Warranty Company: ______ Policy Number: _____ 52 53 Phone Number: 54 55 By: 56 Authorized Agent for Broker Date Owner Signature Date Printed Name: Property Address Property Owner

Residential Property Management Agreement Rev. 10.21

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Page 1 of 13



RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

Is multi-family unit (Yes) (No) If Y	7 1 '4 0
	RTY MANAGEMENT AGREEMENT ("Agreement"), entered into t
day of20_	_, by and between
	("Owner") of the property(ies) described in Exhi
attached hereto ("Property") and	("Broker"), of
	_ (Company Name) by and through its authorized agent
	("Authorized Agent") Property Management Permit Num
; who is duly permitted to m	nanage the Property, (each a "Party and collectively "Parties") In
consideration of the mutual terms of th	is Agreement the parties agree as follows:
	Property to be managed under this Agreement is more fully descri
	t more than one property, or one property with multiple units, is cover
this Agreement such exhibits shall be e	enumerated 1, 2, 3 etc.
G	
1. NOTICES. Any notices, dem	nands, consents and reports necessary or provided for under this Agre
shall be in writing and shall be address	ed as follows:
, 5	
TO OWNER:	TO BROKER:
Name:	
Address:	Address:
Address:City, State & ZIP:	Address: City, State & ZIP:
Phone:	Phone:
Phone:	Phone:
Fax:Email:	Fax: Email:
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All notices shall be faxed, emailed, ma	ailed by USPS or other mail carrier, courier or messenger. Notices s
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(the initial teri	Term. The term of this Agree m") beginning on	20 and	1 ending		Un
	ed as provided in Section 20 he	erein, the Agreement s	naii renew annuali	y upon its annive	ersary (
for successive j	periods of one (1) year each.				
3. BROK	ER COMPENSATION AND	FYPENSES As com	nensation for the s	services rendered	hy Br
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	y Broker as follows:	oursement of the expe	mises to withen bit	sker is entitled if	Cicuin
owner shan pa	y Broker as follows.				
(A)	Management Services. Brok	er shall be paid the gre	eater of \$	per month or	O
` /	oss collected rents. Payments	due to Broker for peri	iods of less than the	he scheduled rent	al ner
	ed based on a thirty (30) calenda				
	if the property is vacant.	40,11	J 1		
	_ 1 1 2				
(B)	Leasing Fee. For the procure	ment of a Tenant(s) fo	r whom a lease is	effectuated, Brok	er sha
paid a leasing	fee, the greater of: \$	-OR-	% of the	e first month's re	ent -
%	of the annual rent. Addition	nally, Broker shall b	pe paid a one-tin	ne, non-refundab	le fe
\$	each time a new tenant is place	ed in the subject proper	ty.		
(C)	Set-Up Fee. For entering the	Property into Broker'	's property manage	ement system, Br	oker
be paid a one-ti	me, non-refundable fee of \$	·			
, P		\			
(D)	Referral Commission. Own				
	er not to exceed \$ O				
	t of the lease agreement. Owne				
real estate Brok	ter (including Broker's leasing s	staff) who brings a qua	ulified Tenant that	results in a signed	d leas
(E)	Lease Renewals. For Lease r	enewals, Broker shall	be paid a lease ren	ewal fee of	
\$					
	of the monthly rent				
□ %	of the annual scheduled rent				
(TE)	A 1			516	D
(F)	Advertising. Owner agrees to half. The minimum advertising				
	ing (including choice of media)				ner aş
that all advertis	ing (including choice of media)	shan be made in the r	STOKET'S SOIE GISCI	etion.	
(G)	Interest on Unpaid Sums.	Any sums due Proker	under the terms	of this Agraemer	t ond
	days after such sums have beco				
paid within 50	days after such sums have been	ine due, snan bear me	Test at the rate of _	70 per annum	1.
(H)	Extraordinary Services. An	hourly fee of \$	per hour sha	11 he paid to Bro	ker fo
	quested tasks not considered "	normal management d			
	iscretion of Broker These extr				
	er court proceedings; HOA mee				
or any other rel		,gs, rrerr cempilan	oo nominga (mom	g = 111e trasilium	
) = 11111 101	· /				
(I)	Collection Fees. In the event	that Broker institutes	any action for the	collection of am	ounts
\ \ \	reunder, Owner shall pay, in a				
	s and attorney's fees incurred b				
		•			
Property Address	3				

1 BANK ACCOUNTS. 2 3 Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured. Such 5 depository shall be at the sole discretion of Broker. Designated funds relating to the Property in the Trust 6 Account remain the property of Owner subject to disbursement of expenses by Broker as described in this 7 Agreement. Any interest accrued on this account will be retained by Broker. . 8 9 Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall 10 as a reserve. Owner shall maintain the reserve stated herein at all remit to Broker the sum of \$ times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they 11 12 become due. Broker shall notify Owner if additional funds are required. Owner shall, as soon as practicable, 13 remit such additional funds by Broker. 14 15 Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust 16 Account for security and other deposits. 17 18 5. COLLECTION OF RENTS AND OTHER RECEIPTS. 19 20 Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on (A) 21 Owner's behalf in connection with the management and operation of the Property. Such funds shall be deposited 22 in the Trust Account maintained by Broker for the Property. 23 24 Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain 25 any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for 26 returned or non-negotiated checks, interest, a rental application fee and any other fees as determined by Broker. 27 28 Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust 29 Account for security and other deposits on tenant's behalf. Such Trust Account(s) may hold deposits of multiple 30 tenants Broker shall collect a security deposit and deposit it into the Security Deposit Trust Account and disburse 31 it in accordance with NRS Chapter 118A. Any interest earned on Tenant security deposits shall be retained by 32 Broker. 33 34 DISBURSEMENTS OF RENTS AND OTHER RECEIPTS. 6. 35 36 Operating Expenses. From the Trust Account, Broker is hereby authorized to pay for all 37 expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including 38 Broker's compensation. 39 40 **Debt Service.** Owner shall give Broker advance written notice of at least thirty (30) days to 41 make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to 42 43 make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a 44 new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all times in 45 the Trust Account. 46 47 Net Proceeds. To the extent that funds are available and after maintaining the reserve amount as 48 specified in Section 3(B), Broker shall transmit the cash balances to Owner or as otherwise directed by the client 49 in writing. Net proceeds are defined as the amount after all costs and expenses are deducted by Broker from the 50 gross proceeds from the Property 51

52

Property Address ______ Property Owner _____ Residential Property Management Agreement Rev. 04.22 © 2021 Greater Las Vegas Association of REALTORS® Page 3 of 13 Authorized Agent for Broker _____ Owner _____ Owner _____

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7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time insufficient to pay disbursements due and payable, On Owner's Behalf, Owner shall, not later than 10 days after notice, remit to Broker sufficient funds to cover the deficiency and replenish the reserve. In no event shall Broker be required to use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the Trust Account.

8. FINANCIAL AND OTHER REPORTS.

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- **(B)** Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.
- (C) Foreign Investments In Real Property Tax Act (FIRPTA). Pursuant to the Internal Revenue Code (IRC)Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or foreign corporation, Broker will require a written statement pursuant to the controlling IRS Code Section.

Owner ____ (is) -OR- ____ (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

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

10. LEASING AND RENTING.

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease forms.
- **(B)** Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorney's fees and court costs.
- **(C)** Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.

Property Address	5			
Property Owner	R		\	
Residential Property Management Agreement R	ev. 04.22 ©	2021 Greater Las Vegas A	Association of REALT	ORS®
Page 4 of 13	Authorized Agent for Broker	Owner	Owner	A

((D) KEYBOX: Owner does -OR does not authorize Broker to install a keybox
((b) KE I box. Owner does -or does not authorize broker to install a keybox
	electronic -OR mechanical) in connection with the showing of the Property. A mechanical keybox
	embination-type box that can be opened by anyone who has access to the combination/code. The MLS
	es that a valid working code for a mechanical keybox be included in the listing for ease of showing. The
	a confidential field that is not intended to be available to the public. Owner acknowledges that they have
	dvised that:
occii ac	TVISCO triat.
	a. The purpose and function of the keybox is to permit access to the interior of the Property by all
	members of LVR MLS as well as any licensed professionals necessary to facilitate the sale of the
	\
	Property;
	b. Owner should safeguard Personal Property and valuables located within the Property;
	c. It is not a requirement of the LVR MLS for an Owner to allow the use of a keybox;
	d. Where a Tenant occupies the Property, the Tenant's consent is also required, which shall be obtained
by Bro	
	e. Owner does -OR does not authorize Broker to issue "One Day Codes" to access the
electro	nic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the
keybox	k key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to
use all	reasonable means to verify the identity of said licensed professionals.
	f. Owner acknowledges that LVR, the MLS, Broker or its Authorized Agent is not insuring owner or
occupa	ant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as
may be	e necessary to secure and protect the Property during any time that a keybox is being used and obtaining
	riate insurance.
11 1	
11.	OWNER OPT OUTS: Owner further understands and acknowledges the MLS will disseminate the
	ty's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet
	is well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally
	ble to the public. Some, but not all, of these websites may include a commentary section where consumers
	iclude reviews and comments about the Property in immediate conjunction with the listing (blogging), or
	e a link to the comments. In addition, some, but not all, of these websites may display an automated
	te of the market value of the Property in immediate conjunction with the listing, or provide a link to the
	te. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
estimat	e. Owner may opt-out of any of the following by initiating the appropriate space(s) below.
	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be
	displayed on the Internet (the listing will not appear on any Internet site). In selecting this option,
	Owner understands that consumers who conduct searches for listings on the Internet will not see
	information about the listed property in response to their search.
	b I/we have advised the Broker that I/we DO NOT want the address of the
	listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
	the Property address will not appear in conjunction with the listing).
	c I/we have advised the Broker that I/we DO NOT want a commentary section
	displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
	displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	the request of the owner).
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated
	d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR—
	d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR— Owner does NOT opt out of any of the above.
	the request of the owner). d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). —OR—

1	12.	REASONABLE MAINTENANCE AND REPAIR.		
2		(A) O II	\ \ /	
3		(A) Ordinary/Emergency Maintenance Repair. Broker shall		
4		ted services, employees or otherwise, all ordinary repairs and rep		
5	•	e the Property in a habitable condition in accordance with NRS 118aa	1	
6		y, and all alterations required to comply with lease requirements, go		
7		ments. Any cost exceeding \$ must be approved by Ow		
8	_	ncy where repairs are immediately necessary for the preservation and		
9		sion of any essential service to the Property, to avoid danger or life of	A A	cal,
10	state or	local law; such emergency repairs shall be made by Broker at Owner'	s expense without prior approval.	
11		O	Managarita	•
12	1 1 1	Owner hereby expressly authorizes Authorized Permitted Prop	,	
13		ling work to repair or maintain the subject property pursuant to Nevad		
14		acknowledge that the Authorized Permitted Property Manager/Bro		
15 16		assistance. Both parties further acknowledge that this		
17		es not require a building permit or does not exceed \$10,000.00 every	six months of a general contractor	118
18	require	u		
19		(B) Smoke Detectors. At Owner's expense, smoke detectors	will be installed on the Property	in
20	workin	g condition in accordance with the law prior to the Tenant's occupance	A .	
21		ant's responsibility to maintain all smoke detectors.	y. During the occupancy, it shall	DC
22	the ren	ant's responsibility to maintain an smoke detectors.		
23	13.	UTILITIES AND SERVICES. Owner shall, in Owner's name and	at Owner's expense make contra	icts
24		etricity, gas or water and such other services as necessary or prude		
25		Owner designates Broker to contract these services herein. All u		
26		's responsibility. Should, at any time, Tenant fail to maintain utilities		
27		onsible for any and all related costs to re-establish such services as re		
28		ut not the obligation, to contract such services.	1	
29	8			
30		a. Owner shall maintain the following utilities/services in their na	me:	
31				
32		Broker hereby advises Owner to maintain Trash and Sewer (unle	ess not applicable) services in th	eir
22				
33		name for all relevant times while Property	is under this Agreeme	
34		Failure to pay for these services may result in liens against the pr	8	
34 35		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I	operty.	
34 35 36		Failure to pay for these services may result in liens against the pr	operty.	
34 35 36 37		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] []	operty. nternet()Other:	ent.
34 35 36 37 38		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate	operty. nternet()Other: e with respective utility compan	ent.
34 35 36 37 38 39		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enterestimates and services.	operty. nternet()Other: e with respective utility compan	ent.
34 35 36 37 38 39 40		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement.	operty. nternet()Other: e with respective utility compan	ent.
34 35 36 37 38 39 40 41		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enterestimates and services.	operty. nternet()Other: e with respective utility compan	ent.
34 35 36 37 38 39 40 41 42		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement. Owner [] []	operty. nternet()Other: e with respective utility compander into agreements for service,	ent. aies as
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34 35 36 37 38 39 40 41 42 43 44		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement. Owner [] [] c. Broker hereby advises Owner to have a licensed pool contractor at property during all relevant times. Failure to provide such services.	operty. nternet()Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to	ent. ies as
34 35 36 37 38 39 40 41 42 43 44 45		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement. Owner [] [] c. Broker hereby advises Owner to have a licensed pool contractor at property during all relevant times. Failure to provide such serpool if not properly maintained by Tenant. Owner understands	operty. nternet()Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service m	ent. ies as
34 35 36 37 38 39 40 41 42 43 44 45 46		Failure to pay for these services may result in liens against the pr (operty. nternet()Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service m	ent. ies as
34 35 36 37 38 39 40 41 42 43 44 45 46 47		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement. Owner [] [] c. Broker hereby advises Owner to have a licensed pool contractor at property during all relevant times. Failure to provide such ser pool if not properly maintained by Tenant. Owner understands also be billed to tenant as part of the monthly rent should Owner Owner Initials [] [] Owner WILL provide pool service.	operty. nternet(_)Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service methoose.	ent. ies as
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48		Failure to pay for these services may result in liens against the pr (operty. nternet(_)Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service methoose.	ent. ies as
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49		Failure to pay for these services may result in liens against the pr (operty. nternet()Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service mechoose.	ent. iles as
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50		Failure to pay for these services may result in liens against the pr (operty. nternet()Other: e with respective utility compand or into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service mechoose. e. scaping contractor maintain	ent. iles as
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51		Failure to pay for these services may result in liens against the pr ()Trash ()Sewer()Electric()Water()Gas()Cable()I Owner Initials [] b. Owner hereby authorizes Broker if applicable to communicate and service providers and makes changes to services, or enter Broker deems necessary during the term of this Agreement. Owner [] [] c. Broker hereby advises Owner to have a licensed pool contractor at property during all relevant times. Failure to provide such ser pool if not properly maintained by Tenant. Owner understands also be billed to tenant as part of the monthly rent should Owner Owner Initials [] Owner WILL provide pool service. Owner Initials [] Owner will NOT provide pool service. d. Broker hereby advises Owner to have a licensed lands landscaping (if applicable) at property during all relevant times.	operty. nternet()Other: e with respective utility compander into agreements for service, or maintain the pool (if applicable vice could result in damages to a sany contracted pool service mechoose. e. scaping contractor maintain test. Failure to provide such service	ent. ies as
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1	understands any contracted landscaping service may also be billed to tenant as part of the mor	ıthly
2	rent should Owner choose.	
3		
4	Owner Initials [] Owner WILL provide landscaping service.	
5	Owner Initials [] Owner will NOT provide landscaping service.	
6		
7		
8 9	14 INCLIDANCE	
10	14. INSURANCE.	
11	(A) Owner's Insurance Owner shall obtain and trace in force adequate insurance against de-	
12	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against data and against liability for loss, damage or injury to property or persons which might arise out of the occupa	
13	management, operation or maintenance of the Property. Said insurance shall comply with applicable Nevada	
14	The deductible required under such insurance policies shall be the Owner's expense. Broker shall be named	
15	additional insured on all liability insurance policies maintained with respect to the Property, and Owner	
16	provide proof of same within fifteen days (15) of the effectuation of this agreement. Liability insurance sha	
17	in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hur	
18	thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall o	
19	adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate evidencing fire	
20	liability insurance or with duplicate copies of such policies within fifteen days (15) of the effectuation of	
21	agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as we	
22	Owner and shall require a minimum of thirty (30) days written notice to Broker before any cancellation	
23	changes to such policies.	
24	If any of the above-mentioned insurance policies lapse, or if Owner fails to maintain policies in	n the
25	prescribed amounts, Broker shall have the right, but NOT THE OBLIGATION to obtain insur	
26	policies for the coverage and amounts prescribed above. Broker shall immediately notify Owner of	
27	forced place insurance due to its breach. Within 10 days Owner shall reimburse Broker for the am	
28	Broker paid for said insurance coverage plus a 10% penalty. Owner Initials [] []	
29		
30	(B) Tenant's Insurance. Tenants (shall) -OR (shall not) be required to obtain rer	iter's
31	insurance.	
32		
33	15. HOLD HARMLESS. Owner shall indemnify, defend and hold Broker harmless from any and all	loss,
34	investigation, suits, damage, cost, expense (including attorney's fees) liability or claims incurred or occurring	ıg in,
35	on or about the Property. Owner Initials [] []	
36	Owner Initials [] []	
37		
38	16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or ac	
39	omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owner	
40	previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for viola	
41	of environmental or other regulations which may become known during the term of this Agreement. Any	
42	regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner	
43	promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank w	/nere
44	Owner's funds are deposited.	
45 46	17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.	
40 47	17. OWNER'S RESPONSIBILITY FOR EAPENSES OF LITIGATION.	
48	(A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expense	og in
49	connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to	
50	employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including il	
51	discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial st	
52	elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker fo	
	Property Address	
	Property Owner	DC C
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such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.

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

18. REPRESENTATIONS

- Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, DUES, UTILTIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT **DEFAULTS**; and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported to Broker within 14 business days of Owner's receipt of Notice of Default (which commences foreclosure proceedings). OWNER FURTHER REPRESENTS THAT NO LIENS OF ANY TYPE (INCLUDING HOA AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. Owner Initials [
- **(B)** Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.
- 19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section. Further, Owner shall provide copies of any CC&Rs for tenant compliance with such rules. Should Owner fail to provide current CC&Rs or copies, of same, Broker reserves the right, but shall not be obligated, to secure such CC&Rs at Owner's expense. Owner Initials [______]

20. TERMINATION.

(A) Termination/Expiration. This Agreement may be terminated by Owner before the expiration date specified in Section 2(C) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease Property Address

Property Owner			
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1	agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of
2	cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management
3	company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the expiration date specified in Section 2(C) upon 30 days written notice to Owner.
4	
5	Within ten days of the termination date, Owner will pay Broker all monies due under this Agreement via certified
6	funds. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to
7	retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to
8	the Property within ten days of receipt of an accounting of said expenses, in certified funds. If Owner terminates
9	this Agreement prior to leasing the Property, Owner agrees to pay an additional cancellation fee of
10	\$ in certified funds.
11	5
11 12	(B) Owner Responsible for Payments. Upon termination or expiration of this Agreement, Owner
13	shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement.
14	Broker may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated
15	or has expired in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall
16	deliver to Owner, within thirty (30) days after the end of the month in which this Agreement is terminated, any
17	balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to
18	the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the
19	Property as of the date of termination or withdrawal expiration. If, after termination or expiration Broker receives
20	funds which are payable to the Owner, Broker may deduct an administration fee of \$ -OR-
	%, whichever is greater, before delivering the balance of the funds to the Owner.
22	Owner Initials [] []
23	
21 22 23 24 25 26	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if
25	Owner terminates this Agreement before the expiration date in Section 2(C) and/or before the Property is leased,
26	and within calendar days of the termination the Property is leased to anyone with whom the Broker
27	has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the
28	Leasing Fee set forth in Section 3(B). This paragraph C shall not apply if Owner enters into a valid property
29	management agreement with another licensed real estate Broker after termination of this Agreement.
30	
31	21. INDEMNIFICATION SURVIVES. All representations and warranties of the Parties contained herein
32	shall survive the expiration or termination of this Agreement. All provisions of this Agreement that require
33	Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination or expiration.
34	If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such
35	provisions shall apply as if this Agreement were still in effect.
36	22. MISCELLANEOUS.
37	22. MISCELLANEOUS.
38	
39	(A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this
1 0	Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of
41	either party to this Agreement to insist at any time upon the strict observance or performance of any of the
42	provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be
43	construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy
44	provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the
45	party exercising such right or remedy.
46	
1 7	(B) Agreement to Mediate. Before any legal action is taken to enforce any term or condition under
48	this Agreement, the Parties agree to engage in mediation, a dispute resolution process, through a mediator
49	mutually agreed upon by the Parties. Mediation fees, if any, shall be divided equally among the Parties involved.
50	In any action or proceeding involving a dispute between the Parties arising out of this Agreement, the prevailing
51	Party shall be entitled to receive from the other Party court costs and reasonable attorney's fees to be determined
52	by the court or mediator.
53	Owner Initials [] [] Broker Initials [] []
	Property Address
	Property Owner
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- (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. This Agreement shall be interpreted according to the fair and common meaning of its terms and shall not be construed in favor of, or against, either of the Parties hereto by reason of the extent to which this Agreement or any such provision hereof (i) is inconsistent with any prior draft hereof or (ii) was drafted by one Party or the other to this Agreement.
- **(D)** Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written contract executed by all of the parties hereto.
- **(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 notices under this Agreement will be in writing and will be delivered by personal service, facsimile, electronic mail, or certified mail, postage prepaid, or overnight courier to such address or email address, as may be designated from time to time by the relevant Party, which initially shall be the addresses set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.
- **(G) Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- **(H) Publicity.** Neither Party shall make any public announcement concerning this Agreement without the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.
- (I) Waiver of any default, breach, or failure to perform under this Agreement is not deemed to be a waiver of any subsequent default, breach, or failure of performance. In addition, waiver of any default, breach, or failure to perform is not construed to be a modification of the terms of this Agreement unless reduced to writing as an amendment to this Agreement.
- 23. APPLICABLE LAW. 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 Property is located.
- 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. This Agreement sets forth the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof. This Agreement represents the entire agreement between the Parties and is entered into freely and voluntarily with full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to

Property Address	5	
Property Owner		
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execution of this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign the Agreement with the intent to be fully bound thereby.

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.

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EXHIBIT 2 PROPERTY INFORMATION 3 4 5 6 7 8 Owner Name: Property Address: ğ 10 Date: 11 12 The parties hereby agree that the term of the controlling Residential Property Management Agreement is hereby extended for 13 one (1) calendar year from the date of this Property Information Form. Any and all other terms of the Residential Property 14 Management Agreement shall remain the same and in force. Authorized Agent for Broker 15 Owner ____ Owner __ 16 17 Existing Tenant (if any): 18 Name: 19 20 21 Home Phone: 22 Work Phone: 23 24 Email: 25 26 27 Acceptable Rental Rate/Month: Minimum: \$_____ Maximum: \$_____ 28 29 Acceptable Lease Term: Minimum Years / Maximum: Years 30 Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.) 31 32 Any Restrictions? 33 Service/Emotional Animals are not considered pets. 34 35 Will smoking be permitted in the unit? Yes _____ -OR- No _____ 36 37 Will Section 8 be considered? Yes -OR- No 38 As applicable: 39 40 CBU & Mail Box Number: Parking Space Number: 41 42 Gate Code: Alarm Code: 43 44 Homeowner Insurance Company: Policy Number: Policy Limits: 45 Phone Number: Broker listed as Additional Insured: Y ___ N___ 46 47 48 Fire Insurance Company: Policy Number: 49 Phone Number: Policy Limits: Broker listed as Additional Insured: Y N 50 51 Home Warranty Company: ______ Policy Number: _____ 52 53 Phone Number: 54 55 By: 56 Authorized Agent for Broker Date Owner Signature Date Printed Name: Property Address Property Owner

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