

## DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

**Licensee:** The licensee in the real estate transaction is Jessica Hallenbeck whose license/permit number is S.177479.

The licensee is acting for [client's name(s)]: John Doe Jane Doe,  
who is/are the  Seller/Landlord  Buyer/Tenant.

**Broker:** The Broker is Brandon Roberts,  
whose company is Signature Real Estate Group.

**Are there additional licensees involved in this transaction?**  Yes  No **If yes, Supplemental form 525A is required.**

### Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
  - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
  - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

### Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement or property management agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

### Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

### Licensee Acting for Both Parties:

The Licensee

**MAY** [ \_\_\_\_\_ / \_\_\_\_\_ ] **OR** **MAY NOT** [ \_\_\_\_\_ / \_\_\_\_\_ ]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

### I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

*Seller/Landlord:* Jane Doe *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Seller/Landlord:* John Doe *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

**OR**

*Buyer/Tenant:* \_\_\_\_\_ *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Buyer/Tenant:* \_\_\_\_\_ *Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_





# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

Property Address 12345 Pine Street #101 Las Vegas NV 89125

Is multi-family unit (Yes) (No) If Yes how many units? 1

This RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this 10 day of January 2023, by and between

John Doe & Jane Doe ("Owner") of the property(ies) described in Exhibit(s) attached hereto ("Property") and Brandon Roberts ("Broker"), of

Signature Real Estate Group (Company Name) by and through its authorized agent

Jessica Hallenbeck ("Authorized Agent") Property Management Permit Number

168332; who is duly permitted to manage the Property, (each a "Party and collectively "Parties") In

consideration of the mutual terms of this Agreement the parties agree as follows:

**Description of the Property.** The Property to be managed under this Agreement is more fully described in Exhibit(s) attached hereto. In the event more than one property, or one property with multiple units, is covered by this Agreement such exhibits shall be enumerated 1, 2, 3 etc.

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

TO OWNER:

Name: John Doe

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

City, State & ZIP: \_\_\_\_\_

Phone: 702-555-1111

Fax: \_\_\_\_\_

Email: jane@doe.com

TO BROKER:

Company Name: Signature Real Estate Group

Address: 8912 Spanish Ridge Avenue #210

City, State & ZIP: Las Vegas NV 89148

Phone: 702-799-9598

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

All notices shall be faxed, emailed, mailed by USPS or other mail carrier, courier or messenger. Notices shall be effective as of the date the notice is faxed, emailed or mailed (whichever is later).

**2. EMPLOYMENT OF MANAGING BROKER.**

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

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

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Property Owner John Doe Jane Doe

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1 (C) **Term.** The term of this Agreement shall be for an initial period of one (1) year(s)  
2 (the "initial term") beginning on January 10th 2023 and ending January 10th 2024. Unless  
3 earlier terminated as provided in Section 20 herein, the Agreement shall renew annually upon its anniversary date  
4 for successive periods of one (1) year each.

5  
6 **3. BROKER COMPENSATION AND EXPENSES.** As compensation for the services rendered by Broker  
7 under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder),  
8 Owner shall pay Broker as follows:

9  
10 (A) **Management Services.** Broker shall be paid the greater of \$ 150.00 per month or 8 % of  
11 the monthly gross collected rents. Payments due to Broker for periods of less than the scheduled rental periods  
12 shall be prorated based on a thirty (30) calendar day. A vacant property fee shall be paid to Broker in the amount  
13 of \$ 0.00 if the property is vacant.

14  
15 (B) **Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is effectuated, Broker shall be  
16 paid a leasing fee, the greater of: \$ 0.00 -OR- 50 % of the first month's rent -OR-  
17 n/a % of the annual rent. Additionally, Broker shall be paid a one-time, non-refundable fee of  
18 \$ 0.00 each time a new tenant is placed in the subject property.

19  
20 (C) **Set-Up Fee.** For entering the Property into Broker's property management system, Broker shall  
21 be paid a one-time, non-refundable fee of \$ 0.00.

22  
23 (D) **Referral Commission.** Owner also authorizes payment of an MLS referral commission to the  
24 referring broker not to exceed \$ 300.00. Owner shall pay the commission within thirty (30) days of the  
25 commencement of the lease agreement. Owner understands and agrees that such commission will be paid to any  
26 real estate Broker (including Broker's leasing staff) who brings a qualified Tenant that results in a signed lease.

27  
28 (E) **Lease Renewals.** For Lease renewals, Broker shall be paid a lease renewal fee of  
29  \$ 350.00  
30  % of the monthly rent  
31  % of the annual scheduled rent

32  
33 (F) **Advertising.** Owner agrees to pay in advance for any and all advertisements placed for Property  
34 on Owner's behalf. The minimum advertising fee is \$ 0.00. Unless specified by Owner in writing, Owner agrees  
35 that all advertising (including choice of media) shall be made in the Broker's sole discretion.

36  
37 (G) **Interest on Unpaid Sums.** Any sums due Broker under the terms of this Agreement, and not  
38 paid within 30 days after such sums have become due, shall bear interest at the rate of 10 % per annum.

39  
40 (H) **Extraordinary Services.** An hourly fee of \$ 125.00 per hour shall be paid to Broker for all  
41 necessary or requested tasks not considered "normal management duties", such normal management duties shall  
42 be at the sole discretion of Broker. These extraordinary services may include but are not limited to: attendance at  
43 eviction or other court proceedings; HOA meetings, HOA compliance hearings (including Ombudsman hearings)  
44 or any other related activity.

45  
46 (I) **Collection Fees.** In the event that Broker institutes any action for the collection of amounts due  
47 and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all  
48 reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.

49  
50  
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Property Owner John Doe Jane Doe  
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1 **4. BANK ACCOUNTS.**

2  
3 (A) **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or  
4 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 (B) **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall  
10 remit to Broker the sum of \$ 300.00 as a reserve. Owner shall maintain the reserve stated herein at all  
11 times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they  
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 (C) **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 (A) **Broker's Authority.** Broker shall collect all rents, charges and other amounts receivable on  
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 (B) **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 (C) **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 **6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS.**

35  
36 (A) **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 (B) **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  
42 assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to  
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 (C) **Net Proceeds.** To the extent that funds are available and after maintaining the reserve amount as  
48 specified in Section 4(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

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Property Owner John Doe Jane Doe

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

6  
7 **8. FINANCIAL AND OTHER REPORTS.**

8  
9 **(A) Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS)  
10 forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9)  
11 before any funds are disbursed to Owner.

12  
13 **(B) Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from  
14 the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and  
15 submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS  
16 at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

17  
18 **(C) Foreign Investments In Real Property Tax Act (FIRPTA).** Pursuant to the Internal Revenue Code  
19 (IRC)Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required  
20 of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under  
21 provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign  
22 partnership or foreign corporation, Broker will require a written statement pursuant to the controlling IRS Code  
23 Section.

24  
25 Owner \_\_\_\_\_ (is) –OR–  (is not) a non-resident alien individual, fiduciary, foreign partnership or  
26 foreign corporation.

27  
28 **9. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of LAS VEGAS REALTORS®  
29 (LVR) Multiple Listing Service (MLS), and the listing information will be provided to the MLS to be published  
30 and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Section 11  
31 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate with other real estate  
32 Brokers, and to report the lease, its price and terms for the publication, dissemination, information and use by  
33 authorized Association members, MLS Participants and Subscribers.

34  
35 **10. LEASING AND RENTING.**

36  
37 **(A) Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals  
38 and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out  
39 of the Property Trust Account. Leases are to be written on Broker's standard lease forms.

40  
41 **(B) Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions  
42 or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property,  
43 or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign  
44 and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other  
45 income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies  
46 Broker with the name of Owner's attorney). Owner shall pay all attorney's fees and court costs.

47  
48 **(C) Management/Maintenance Review.** Broker shall make management/maintenance reviews of  
49 the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary  
50 or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy,  
51 Broker will take reasonable precautions to secure the Property.

52  
53  
Property Address 12345 Pine Street #101 Las Vegas NV 89125  
Property Owner John Doe Jane Doe

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1 (D) **KEYBOX:** Owner  **does -OR-**  **does not** authorize Broker to install a keybox  
2 ( **electronic -OR-**  **mechanical**) in connection with the showing of the Property. A mechanical keybox  
3 is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS  
4 requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The  
5 code is a confidential field that is not intended to be available to the public. Owner acknowledges that they have  
6 been advised that:

- 7
- 8 a. The purpose and function of the keybox is to permit access to the interior of the Property by all  
9 members of LVR MLS as well as any licensed professionals necessary to facilitate the sale of the  
10 Property;
- 11 b. Owner should safeguard Personal Property and valuables located within the Property;
- 12 c. It is not a requirement of the LVR MLS for an Owner to allow the use of a keybox;
- 13 d. Where a Tenant occupies the Property, the Tenant's consent is also required, which shall be obtained  
14 by Broker;
- 15 e. Owner  **does -OR-**  **does not** authorize Broker to issue "One Day Codes" to access the  
16 electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the  
17 keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to  
18 use all reasonable means to verify the identity of said licensed professionals.
- 19 f. Owner acknowledges that LVR, the MLS, Broker or its Authorized Agent is not insuring owner or  
20 occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as  
21 may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining  
22 appropriate insurance.

23

24 **11. OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the  
25 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet  
26 sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all,  
27 of these websites may include a commentary section where consumers may include reviews and comments about  
28 the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition,  
29 some, but not all, of these websites may display an automated estimate of the market value of the Property in  
30 immediate conjunction with the listing, or provide a link to the estimate. Owner can instruct Broker to have the  
31 MLS not display the property on the Internet. Owner also can instruct the MLS to not display the Property address  
32 on the Internet. Owner understands that these opt outs would mean consumers searching for listings on the  
33 Internet may not see the Property or the Property's address in response to their search.

34

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

- 36
- 37 a. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
38 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
39 feature was disabled at the request of the Owner).
- 40
- 41 b. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an  
42 **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate  
43 that the feature was disabled at the request of the Owner). \*Please note that this automated estimate of  
44 value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites  
45 operated by MLS Participant Brokers through which they establish relationships and work with clients  
46 and customers in cyberspace in ways similar to how real estate professionals interact with clients and  
47 customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of  
48 value created by non-MLS Participant websites.

49

50 **—OR—**

- 51 c. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Owner does **NOT** opt out of any of the above.
- 52

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Property Owner John Doe Jane Doe

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1  
2 **12. REASONABLE MAINTENANCE AND REPAIR.**  
3

4 **(A) Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through  
5 contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to  
6 preserve the Property in a habitable condition in accordance with NRS 118a and for the operating efficiency of the  
7 Property, and all alterations required to comply with lease requirements, governmental regulations or insurance  
8 requirements. Any cost exceeding \$ 300.00 must be approved by Owner in advance except that in an  
9 emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the  
10 suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal,  
11 state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.  
12

13 Owner hereby expressly authorizes Authorized Permitted Property Manager/Broker to assist in  
14 scheduling work to repair or maintain the subject property pursuant to Nevada Revised Statute 624.031(11). Both  
15 parties acknowledge that the Authorized Permitted Property Manager/Broker will not receive any additional  
16 compensation for this assistance. Both parties further acknowledge that this authorization is only valid for work  
17 that does not require a building permit or does not exceed \$10,000.00 every six months or a general contractor is  
18 required.  
19

20 **(B) Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in  
21 working condition in accordance with the law prior to the Tenant's occupancy. During the occupancy, it shall be  
22 the Tenant's responsibility to maintain all smoke detectors.  
23

24 **13. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, make contracts  
25 for electricity, gas or water and such other services as necessary or prudent for the operation of the Property  
26 unless Owner designates Broker to contract these services herein. All utility charges and deposits shall be  
27 Owner's responsibility. Should, at any time, Tenant fail to maintain utilities and essential services, Owner shall be  
28 responsible for any and all related costs to re-establish such services as required by law. Broker shall have the  
29 right, but not the obligation, to contract such services.  
30

31 **a. Owner shall maintain the following utilities/services in their name:**  
32

33 **Broker hereby advises Owner to maintain Trash and Sewer (unless not applicable) services in their**  
34 **name for all relevant times while Property is under this Agreement.**  
35 **Failure to pay for these services may result in liens against the property.**

36 TrashSewerElectricWaterGasCableInternetOther:\_\_\_\_

37 Owner Initials [\_\_\_\_] [\_\_\_\_]  
38

39 **b. Owner hereby authorizes Broker if applicable to communicate with respective utility companies**  
40 **and service providers and makes changes to services, or enter into agreements for service, as**  
41 **Broker deems necessary during the term of this Agreement.**

42 Owner [\_\_\_\_] [\_\_\_\_]  
43

44 **c. Broker hereby advises Owner to have a licensed pool contractor maintain the pool (if applicable)**  
45 **at property during all relevant times. Failure to provide such service could result in damages to the**  
46 **pool if not properly maintained by Tenant. Owner understands any contracted pool service may**  
47 **also be billed to tenant as part of the monthly rent should Owner choose.**

48 Owner Initials [\_\_\_\_] [\_\_\_\_] Owner WILL provide pool service.

49 Owner Initials [\_\_\_\_] [\_\_\_\_] Owner will NOT provide pool service.  
50

51 **d. Broker hereby advises Owner to have a licensed landscaping contractor maintain the**  
52 **landscaping (if applicable) at property during all relevant times. Failure to provide such service**  
53 **could result in damages to the landscaping if not properly maintained by Tenant. Owner**

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Property Owner John Doe Jane Doe

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1 understands any contracted landscaping service may also be billed to tenant as part of the monthly  
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. INSURANCE.**

10  
11 (A) **Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage  
12 and against liability for loss, damage or injury to property or persons which might arise out of the occupancy,  
13 management, operation or maintenance of the Property. Said insurance shall comply with applicable Nevada law.  
14 The deductible required under such insurance policies shall be the Owner's expense. Broker shall be named as an  
15 additional insured on all liability insurance policies maintained with respect to the Property, and Owner shall  
16 provide proof of same within fifteen days (15) of the effectuation of this agreement. Liability insurance shall be  
17 in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred  
18 thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain  
19 adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate evidencing fire and  
20 liability insurance or with duplicate copies of such policies within fifteen days (15) of the effectuation of this  
21 agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as  
22 Owner and shall require a minimum of thirty (30) days written notice to Broker before any cancellation of or  
23 changes to such policies.

24 If any of the above-mentioned insurance policies lapse, or if Owner fails to maintain policies in the  
25 prescribed amounts, Broker shall have the right, but **NOT THE OBLIGATION** to obtain insurance  
26 policies for the coverage and amounts prescribed above. Broker shall immediately notify Owner of this  
27 forced place insurance due to its breach. Within 10 days Owner shall reimburse Broker for the amount  
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 renter'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 in,  
35 on or about the Property.

36 **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]  
37

38 **16. BROKER ASSUMES NO LIABILITY.** Broker assumes no liability for any damages, losses, or acts of  
39 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or  
40 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations  
41 of environmental or other regulations which may become known during the term of this Agreement. Any such  
42 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall  
43 promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where  
44 Owner's funds are deposited.  
45

46 **17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

47  
48 (A) **Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in  
49 connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair  
50 employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal  
51 discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status,  
52 elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any

Property Address 12345 Pine Street #101 Las Vegas NV 89125

Property Owner John Doe Jane Doe

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1 such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative  
2 capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal  
3 counsel to represent Owner in any such proceeding or suit.  
4

5 (B) **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining  
6 legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other  
7 principals of Broker, Owner shall pay an apportioned amount of such expense.  
8

9 **18. REPRESENTATIONS**

10 (A) **Owner Representations.** Owner represents and warrants that Owner has full power and  
11 authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other  
12 than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements,  
13 restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended  
14 under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the  
15 Property have been secured and are current; that the building and its construction and operation do not violate any  
16 applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by  
17 Owner is dependable and accurate. **OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES,  
18 TAXES, DUES, UTILITIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT  
19 DEFAULTS;** and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported  
20 to Broker within 14 business days of Owner's receipt of Notice of Default (which commences foreclosure  
21 proceedings). **OWNER FURTHER REPRESENTS THAT NO LIENS OF ANY TYPE (INCLUDING HOA  
22 AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER  
23 UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY  
24 FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE  
25 PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.**

26 **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]   
27  
28

29 (B) **Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a  
30 party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls,  
31 recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.  
32

33 **19. COMMON INTEREST COMMUNITY.** If the Property is located within a Common Interest  
34 Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC.  
35 **OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND  
36 RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS  
37 OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO  
38 AFFECTED.** Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no  
39 liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or  
40 additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to  
41 the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on  
42 Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will  
43 not affect the terms of this Section. Further, Owner shall provide copies of any CC&Rs for tenant compliance  
44 with such rules. Should Owner fail to provide current CC&Rs or copies, of same, Broker reserves the right, but  
45 shall not be obligated, to secure such CC&Rs at Owner's expense. **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]   
46

47 **20. TERMINATION.**

48 (A) **Termination/Expiration.** This Agreement may be terminated by Owner before the expiration  
49 date specified in Section 2(C) by written notice to Broker not less than 30 days prior to the termination date  
50 specified in such notice, together with a cancellation fee in the amount equal to the management fee that would  
51 accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is  
52 greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease  
53

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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 \$ 150.00. This Agreement may be  
4 terminated by Broker before the expiration date specified in Section 2(C) 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 \$ 300.00 in certified funds.

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 \$ 75.00 **-OR-**  
21 n/a %, whichever is greater, before delivering the balance of the funds to the Owner.

22 **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]

23  
24 **(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 30 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  
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  
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  
47 **(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** [\_\_\_\_\_] [\_\_\_\_\_]

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Property Owner John Doe Jane Doe

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1  
2 (C) **Headings.** All headings and subheadings in this Agreement and in the accompanying List of  
3 Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction  
4 or interpretation of any provision of this Agreement. This Agreement shall be interpreted according to the fair and  
5 common meaning of its terms and shall not be construed in favor of, or against, either of the Parties hereto by  
6 reason of the extent to which this Agreement or any such provision hereof (i) is inconsistent with any prior draft  
7 hereof or (ii) was drafted by one Party or the other to this Agreement.  
8

9 (D) **Waiver, Modification and Amendment.** No provision of this Agreement may be waived unless  
10 in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed  
11 to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only  
12 by a written contract executed by all of the parties hereto.  
13

14 (E) **Assignment; Subcontracting.** Neither this Agreement nor any duties or obligations hereunder  
15 shall be assigned, transferred, or subcontracted by either Party without the prior written approval of either Party,  
16 which approval may be withheld in the sole and absolute discretion of non-assigning party.  
17

18 (F) **Notices.** All notices under this Agreement will be in writing and will be delivered by personal  
19 service, facsimile, electronic mail, or certified mail, postage prepaid, or overnight courier to such address or email  
20 address, as may be designated from time to time by the relevant Party, which initially shall be the addresses set  
21 forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been  
22 given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No  
23 objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent  
24 of a Party.  
25

26 (G) **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction  
27 to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without  
28 being  
29 impaired or invalidated in any manner.  
30

31 (H) **Publicity.** Neither Party shall make any public announcement concerning this Agreement without  
32 the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a  
33 mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that  
34 such release is necessary to comply with applicable securities or similar laws.  
35

36 (I) Waiver of any default, breach, or failure to perform under this Agreement is not deemed to be a  
37 waiver of any subsequent default, breach, or failure of performance. In addition, waiver of any default, breach, or  
38 failure to perform is not construed to be a modification of the terms of this Agreement unless reduced to writing  
39 as an  
40 amendment to this Agreement.  
41

42 **23. APPLICABLE LAW.** The interpretation of this Agreement shall be governed by the laws of the State of  
43 Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Property  
44 is located.  
45

46 **24. COMPLETE AGREEMENT.** This Agreement shall be binding upon the Parties, and each of their  
47 respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and  
48 signed by the parties. There are no warranties or representations not herein contained. This Agreement sets forth  
49 the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and  
50 all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof.  
51 This Agreement represents the entire agreement between the Parties and is entered into freely and voluntarily with  
52 full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of  
53 them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to

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Property Owner John Doe Jane Doe

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

3  
4 **25. SIGNATURES:** This Agreement may be signed by the Parties manually or digitally and on more than  
5 one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures  
6 may be accepted as original.

7  
8  
9  
10 **[This space left intentionally blank.]**  
11

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1 26. ADDITIONAL TERMS:

2 (1) KEY(S): Locks will be re-keyed with each change of Tenant at Owner's expense.

3 (2) MOLD: Moisture, mildew, odors, and water stains or observable mold growth could be an  
4 indication of a mold condition. This condition may, or may not, be toxic. Property Managers  
5 do not have the expertise or training to identify these conditions. Cost of all mold related  
6 tests are the sole responsibility of the Owner.

7 (3) EXTERMINATION: Upon the occupancy of each new Tenant, Owner will provide one (1) time  
8 extermination at Owner's cost. Tenants are responsible for any additional exterminations or  
9 routine service, if not provided by the Owner.

10 (4) HOME WARRANTY: Owner is responsible for providing home warranty information and keeping a  
11 credit card on file with the home warranty for the co-payment(s). For any home warranty  
12 service that exceeds the NRS.118A.290 Habitability of dwelling unit, the Owner shall be  
13 required to remedy the repair or replacement by a licensed and insured vendor not assigned  
14 with the home warranty company. SIGNATURE REAL ESTATE GROUP WILL NOT BE HELD RESPONSIBLE FOR  
15 REPAIRS COMPLETED BY OUR LICENSED VENDORS WHEN WARRANTY INFORMATION HAS NOT BEEN PROVIDED,  
16 EXCEEDS NRS.118A.290 HABITABILITY OF DWELLING UNIT, OR HAS NOT BEEN UPDATED OR RENEWED BY THE  
17 OWNER. IT IS NOT THE RESPONSIBILITY OF THE COMPANY TO MONITOR WARRANTY RENEWALS.

18 (5) PROPERTY EVALUATIONS: Annual Property Condition Reports during tenant's lease. The  
19 evaluation will be completed at owner's expense for \$125.00. This report will include photos  
20 of the inside and outside of the property.

21 (6) OWNER FUNDS: Rental proceeds to be disbursed between the 10th and 15th of the month.

22 (7) LANDSCAPING: Owner is responsible for tree trimming on all trees over 6' high and major  
23 irrigation repairs.

24 (8) Company may require a prospective Tenant to pay a holding fee for the purpose of taking  
25 the property off the market until an agreed upon occupancy date. If the prospective Tenant  
26 fails to move in as agreed, they would forfeit the deposit given to the Company. If deposit  
27 is forfeited, Company and Owner will split the holding fee.

28 BROKER: Signature Real Estate Group  
29 Brokers license # 142973 (Company Name)

30 By: \_\_\_\_\_  
31 Authorized Agent for Broker Date  
32 Jessica Hallenbeck  
33 Authorized NRS 645  
34 Permitted Property Manager Number: \_\_\_\_\_

35 \_\_\_\_\_  
36 Owner Signature Date  
37 Printed Name: John Doe

38 By: \_\_\_\_\_  
39 Broker and or Date  
40 Designated Property Manager

\_\_\_\_\_ Date  
Owner Signature Date  
Printed Name: Jane Doe

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Property Owner John Doe Jane Doe

**EXHIBIT A**  
**PROPERTY INFORMATION**

Owner Name: John Doe Jane Doe

Property Address: 12345 Pine Street #101

Las Vegas NV 89125

Date: \_\_\_\_\_

The parties hereby agree that the term of the controlling Residential Property Management Agreement is hereby extended for one (1) calendar year from the date of this Property Information Form. Any and all other terms of the Residential Property Management Agreement shall remain the same and in force. 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: \_\_\_\_\_

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Property Owner John Doe Jane Doe

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1 COMMON INTEREST COMMUNITY: The Property  is -OR-  is not located within a Common Interest Community  
2 (CIC). If yes, please complete the following:  
3

4 Name of CIC(s): \_\_\_\_\_  
5 Management Company: \_\_\_\_\_  
6 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  monthly -OR-  quarterly  
7 Owner  is -OR-  is not current on all dues and assessments.  
8

9 Name of CIC(s): \_\_\_\_\_  
10 Management Company: \_\_\_\_\_  
11 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  monthly -OR-  quarterly  
12 Owner  is -OR-  is not current on all dues and assessments.  
13

14 Name of CIC(s): \_\_\_\_\_  
15 Management Company: \_\_\_\_\_  
16 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  monthly -OR-  quarterly  
17 Owner  is -OR-  is not current on all dues and assessments.  
18

19 Inventory/Appliances Provided by Owner:  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

31  
32  
33 By: \_\_\_\_\_  
34 Authorized Agent for Broker Date Owner Signature Date  
35 **Jessica Hallenbeck** \_\_\_\_\_  
36 Printed Name: **Jane Doe** \_\_\_\_\_  
37

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Property Owner John Doe Jane Doe

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# EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)



This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

## 1. EXCLUSIVE RIGHT TO SELL:

I/We, John Doe Jane Doe ("Seller") hereby employs and grants Signature Real Estate Group (Company Name, herein after "Broker") the exclusive and irrevocable right, commencing on 6/7/2022, and expires at 11:59 p.m. Pacific Time on 11/15/2023, to sell, lease or exchange the Real Property located in the City of Las Vegas, County of Clark, Nevada, APN#: 000-01-002-003 commonly known as: 12345 Pine Street #101 Las Vegas NV 89125 ("the Property").

2. TERMS OF SALE: The listing price shall be \$ 3,000.00, with a suggested amount of an Earnest Money Deposit (EMD) of \$ 3,000.00.

Terms available:  Cash  CONV  FHA  Lease  VA  Lease Option  Owner Will Carry  Other: \_\_\_\_\_

(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "Landlord" as applicable.)

Seller  does -OR-  does not authorize Broker to disclose the existence of multiple offers to purchase the property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Seller  does -OR-  does not authorize Broker to disclose the offer(s), price and terms. SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are included in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale: Washer, dryer, refrigerator, microwave

b. The following items of Personal Property are excluded from the above price and not included in the sale: n/a

c. This property Does Contains  -OR- Does Not Contain  SMART technology which powers and or automates, surveillance systems, security, enviromental controls and home entertainment features but not limited to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home technology addendum which is incorporated as part of this agreement and identifies the items seller intends to convey with the sale. All Attached Fixures must convey unless identified above.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1 Seller identifies above items as included or excluded in offering of the Property for sale. Seller  
2 understands that the purchase agreement takes precedence over any intention identified above and will ultimately  
3 determine what items are included and excluded in the sale. Seller further understands it is their responsibility to  
4 ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of  
5 sellers intent.

6 d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

7  Solar power system  Alarm system  Propane tank  Water softener

8  Other(s) \_\_\_\_\_.

9  
10 Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents  
11 obligating Seller to pay for such leased or lien items.

12  
13 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount  
14 of the selling price.

15  
16 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller  
17 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this  
18 Agreement. Seller agrees to pay Broker as compensation for services:

19  
20 **IF A SALE:** 0 % of the gross selling price of the Property  **AND** /  **OR** \$ n/a  
21 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not  
22 negotiable between the Seller and Buyer.

23  
24 **IF A LEASE:** 8 % of the total rental agreed to be paid by lessee  
25  **AND** /  **OR** \$ 150.00 (flat fee amount). Seller acknowledges that offers of cooperative compensation  
26 are between brokers and are not negotiable between the Seller and Tenant.

27  
28 **Compensation shall be due:**

29  
30 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above  
31 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time  
32 period;

33 b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller  
34 without the consent of Broker, during the time period or any extension of said time period;

35 c. if within 30 calendar days of the final termination, including extensions, of this Agreement, the  
36 Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to  
37 whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a  
38 valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this  
39 Exclusive Brokerage Listing Agreement.

40 d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker  
41 may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If  
42 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with  
43 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary  
44 to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker  
45 may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount  
46 not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title  
47 expenses, escrow expenses and the expenses of collections if any.

48 e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner  
49 acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period  
2 of thirty (30) days, such sum shall bear interest at the rate of (       n/a       ) percent per annum from the due date  
3 until paid.  
4

5 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
6 lease. Said deposit shall be held by: (SELECT ONE)  Escrow **-OR-**  Broker **-OR-**  Other \_\_\_\_\_.  
7

8 **7. AGENCY RELATIONSHIP:**

9 a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of  
10 the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller  
11 in any resulting transaction.

12 b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act  
13 as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and  
14 the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and  
15 obtain the written Consent To Act Form signed by all parties to the transaction.

16 c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate  
17 an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the  
18 Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a  
19 Consent To Act Form.  
20

21 **8. REQUIRED DISCLOSURES:**

22 a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property  
23 Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property  
24 Disclosure as necessary.

25 b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller  
26 shall provide the disclosure required by NRS 40.688.

27 c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-  
28 Based Paint Hazards in accordance with Federal Regulations.

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

30 **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
31

32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts  
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions  
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the  
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of  
38 title.  
39

40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
41 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any  
42 other current requirements of federal or state fair housing laws.  
43

44 **11. COMMON INTEREST COMMUNITY:** The Property  **is** **-OR-**  **is not** located within a Common Interest  
45 Community (CIC). If yes, please complete the following:  
46

47 Name of CIC(s): \_\_\_\_\_ First Light \_\_\_\_\_

48 Telephone: 702-555-5555 Dues: \$ 50.00 payable  **monthly** **-OR-**  **quarterly**

49 Seller  **is** **-OR-**  **is not** current on all dues and assessments.

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1  
2 Name of CIC(s): \_\_\_\_\_ n/a

3 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  monthly -OR-  quarterly

4 Seller  is -OR-  is not current on all dues and assessments.

5  
6 Name of CIC(s): \_\_\_\_\_ n/a

7 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  monthly -OR-  quarterly

8 Seller  is -OR-  is not current on all dues and assessments.

9  
10 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller’s own expense as  
11 required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker  
12 for delivery to Buyer.

13  
14 **12. SPECIAL ASSESSMENTS:** The Property  is -OR-  is not subject to special government assessments,  
15 such as SID and LID. (For information please go to: www.amgnv.com)

16 If yes, please complete the following:

17  
18 Balance remaining: \$ \_\_\_\_\_ n/a

19 Payment amount: \$ \_\_\_\_\_ n/a

20 Payment Due: select one (1) Monthly  Quarterly  Semi Annually  Annually

21  
22 **13. KEYBOX:** Seller  does -OR-  does not authorize Broker to install a keybox (electronic   
23 -OR- mechanical  ) in connection with the showing of the Property. A mechanical keybox is a combination-type  
24 box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working  
25 code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is  
26 not intended to be available to the public. Seller acknowledges that they have been advised that:

27  
28 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members  
29 of GLVAR’s MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

30 b. Seller should safeguard Personal Property and valuables located within the Property;

31 c. It is not a requirement of the GLVAR’s MLS for a Seller to allow the use of a keybox;

32 d. Where a tenant occupies the Property, the tenant’s consent is also required, which shall be obtained by  
33 the Seller or his/her Property Manager;

34 e. Seller  does -OR-  does not authorize Broker to issue “One Day Codes” to access the electronic  
35 keybox installed on the property. A “One Day Code” is an electronic means to allow access to the keybox key  
36 compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all  
37 reasonable means to verify the identity of said licensed professionals.

38 f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or  
39 occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as  
40 may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining  
41 appropriate insurance.

42  
43 **14. RENT/LEASE:** The Property  is -OR-  is not currently occupied by a Tenant.

44 The Property  is -OR-  is not subject to a management agreement with: (name of Property Manager and phone  
45 number): The Hallenbeck Team/SREG 702-970-7007. Seller agrees to not rent or  
46 lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

47  
**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1 **15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
2 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
3 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
4 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
5 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a  
6 foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional  
7 information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person  
8 then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with  
9 FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary  
10 documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section  
11 1445).

12  
13 **FIRPTA DECLARATION:** Seller declares that he/she  
14  is not -OR-  
15  is a foreign person therefore subjecting this transaction to FIRPTA withholding.

16 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

17  
18 **16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related  
19 to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the  
20 dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally  
21 among the parties involved. By initialing below, the parties confirm that they have read and understand this section  
22 and voluntarily agree to the provisions thereof.

23 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **BROKERS INITIALS:** \_\_\_\_\_/\_\_\_\_\_

24  
25 **17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
26 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the  
27 Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in  
28 accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office  
29 Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other  
30 real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination  
31 information and use by authorized Association members, MLS Participants and Subscribers.

32  
33 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,  
34 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,  
35 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to  
36 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents  
37 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any  
38 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,  
39 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of  
40 the images or how long such images may remain on the internet.

41  
42 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,  
43 video and/or other images of the property. Seller understands that Broker does not have the ability to control or  
44 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display  
45 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

46  
47 Seller  does -OR-  does not authorize Broker to commence public marketing and advertising activities.

48 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

49 **Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

1 **19. SIGN:** Seller  **does -OR-  does not** authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)  
3

4 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
5 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
6 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
7 may include a commentary section where consumers may include reviews and comments about the Property in  
8 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,  
9 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
10 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
11 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
12 understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property  
13 or the Property's address in response to their search.  
14

15 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:  
16

17 a. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
18 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
19 feature was disabled at the request of the seller).  
20

21 b. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
22 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
23 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
24 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
25 Participant Brokers through which they establish relationships and work with clients and customers in  
26 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
27 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
28 MLS Participant websites.  
29

30 **—OR—**

31 c. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Seller does **NOT** opt out of any of the above.  
32

33 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
34 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
35 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges  
36 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
37 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
38 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
39 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
40 multi-brokerage listing sharing networks, and applications available to the general public.

41 Seller  **does -OR-  does NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has  
42 authorized marketing/advertising in Section 18.)

43 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
44

45 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
46 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
47 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
48 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise  
49 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and  
2 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute  
3 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive  
4 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker  
5 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon  
6 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between  
7 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest  
8 in or to any Broker Listing Content.  
9

10 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
11 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
12 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.  
13

14 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
15 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
16 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
17 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
18 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
19 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except  
20 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order  
21 signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
22

23 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
24 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
25 respect whatsoever.  
26

27 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
28 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
29 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
30 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
31 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or  
32 due to Broker from the time due until paid in full.  
33

34 **27. DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
35 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
36 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
37 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
38 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.  
39

40 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
41 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
42 this Agreement and agrees to the terms thereof.  
43

44 **29. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the  
45 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a  
46 property is available from the County Recorder where the Property is located. Seller represents that at the time of  
47 this listing (complete parts a and b):

48 a. A Notice of Default (Breach) and Election to Sell  has not –OR–  has (date: \_\_\_\_\_) been  
49 recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date  
50 of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



1 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
2 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
3 sale) and Seller will lose all rights and interest in the Property.

4 b. Seller  has not -OR-  has (date: \_\_\_\_\_) been served with a Summons and Complaint  
5 from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a  
6 Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a  
7 judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff  
8 for the county where the Property is located and Seller will lose all rights and interest in the Property.

9 c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property,  
10 Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

11 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
12

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

16  
17 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
18 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
19 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
20 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
21 recommended by Broker will be based solely upon such independent investigation.  
22

23 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
24 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
25 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
26 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
27 in default and Seller may exercise any remedy at law.  
28

29 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,  
30 administrators, executors, successors and permitted assignees.  
31

32 **34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance  
33 of all its terms.  
34

35 **35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.  
36

37 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

38  Under Contract Show: The property may be shown even after an offer has been accepted.

39  Under Contract No Show: The property will not be shown once an offer has been accepted.

40  Determined by seller upon acceptance of the offer.  
41

42 **37. 1031 EXCHANGE:** The Seller  does -OR-  does not intend to perform an IRC Section 1031 tax  
43 deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031  
44 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from  
45 any and all claims, costs, liabilities or delays in time resulting from such an exchange.  
46  
47  
48

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1 **ADDITIONAL TERMS:**

2 n/a

3  
4  
5

6 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
7 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
8 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
9 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

10 **By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set**  
11 **forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where**  
12 **they may be reached within 24 hours) at all times during the term of this Agreement.**

13

14 **SELLER:**

15

16 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ AM PM

17

18 Seller's Signature \_\_\_\_\_ Printed Name: John Doe

19

20 Phone 702-555-1111 E-Mail jane@doe.com Address \_\_\_\_\_

21

22

23 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ AM PM

24

25 Seller's Signature \_\_\_\_\_ Printed Name: Jane Doe

26

27 Phone 702-555-1112 E-Mail john@doe.com Address \_\_\_\_\_

28

29

30 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ AM PM

31

32 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

33

34 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

35

36

37 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ AM PM

38

39 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

40

41 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

42

43

44

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

1 **BROKER:**  
2  
3 Company Signature Real Estate Group  
4  
5 Address 8912 Spanish Ridge Avenue #210 City Las Vegas State NV Zip 89148  
6  
7 Phone 702-799-9598 E-Mail \_\_\_\_\_  
8  
9 Designated Licensee Signature \_\_\_\_\_ License No. S.177479  
10  
11 Printed Name: Jessica Hallenbeck Licensee's Phone: 702-525-3813  
12  
13 Broker's Signature \_\_\_\_\_ License No. B.34586  
14  
15 Printed Name: Brandon Roberts Date \_\_\_\_\_ Time: \_\_\_\_\_ : \_\_\_\_\_ AM PM  
16  
17 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**  
18

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



# WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

## THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

## Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

## Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

## Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

## State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

## THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

--	--	--	--

**Seller(s) Initials**

## FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

## DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin.*

*Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.*

*Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

## THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

## The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

## Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

## FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TYT). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.