# EXHIBIT E



## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

2000 Gravel Hill St. #201 Las Vegas NV. 89117
(Property Address)

1	This PROPERTY MANAGEMENT AGREEMENT ("	Agreemen	it"), entered	l into this	27th	day of
2			Bentley	Equities,	LLC	day 01
3		("Owner")	of the pro	erty described	below ("Prop	erty") and
4	Valleywide Properties and Management	<u> </u>	· ("İ	Broker"), by an	d through its	authorized
5	(Company Name)					
6		("Age	nt") who is	duly licensed	to manage the	Property.
7	In consideration of the mutual terms of this Agreement the	parties ag	ree as follo	ows:		oraporty.
8						
9	and the state of t	rts necessa	ry or provi	ded for under	this Agreemer	nt shall he
10	in writing and shall be addressed as follows:		•			0110111 00
11						
12	TO OWNER:	TO BRO	KER.			
13	9	10 DRO	KLIK.			
	Name: Bentley Equities, LLC	Company	Name: Va	lleywide Prop	erties and M	anagement
15	Address: 4625 W. Nevso Dr. #2 and #3	Address:	2660 B.	Rainbow Blvd	#A-101	
16	Las Vegas NV 89103	,		Las Vegas	NV	89146
17	Phone: 702-806-6320	Phone:		702-254		
18	Fax: 702-587-7994	Fax:		702-254		
19	Email: chiocchetti.usa@gmail.com	Email:		lane@vegasval		
20						
21	All notices shall be faxed or emailed and sent by regular if	mail. Noti	ices shall h	e effective as o	of the date the	notion is
22	faxed and mailed (whichever is later).	1100	ices shall b	c checuve as (	n the date the	nouce is
23	· · · · · · · · · · · · · · · · · · ·			55		
24	2. EMPLOYMENT OF MANAGING BROKER					
25						
26	(A) Employment and Acceptance. Owner employs I	Broker ac	the cole av	aluaina A aant	-f O	1
27	manage the Property (which includes listing the Property	biokei as	uic sole ex	clusive Agent	of Owner to	lease and
	conditions provided herein. Broker accepts the employme	nt and sha	il famich a	uring a tenant	), upon the to	erms and
29	management of the Property. Owner shall pay all of the	nt and sna	n nonnanti	ne services of t	ne organization	on for the
	Owner understands and agrees that Broker's services will	bo porform	n connecti	on with this se	rvice describe	d herein.
31	any reference to Broker in this Agreement includes such au	thorized a	neu inroug	n one or more	authorized ag	ents, and
32	my reference to broker in this Agreement includes such an	uiorizea a	gents.			
33	(B) Relationship of Broker to Owner The relations	المائم المائم				
34	(B) Relationship of Broker to Owner. The relations	anp or un	e parties	to this Agreer	ment shall be	that of
35	principal and agent, and all duties to be performed by Bro	ker under	unis Agree	ment shall be	on behalf of (	Jwner, in
	Owner's name and for Owner's account. In taking any account, and nothing in this Assessment II.	tion under	this Agree	ement, Broker	shall be acting	g only as
37	agent for Owner, and nothing in this Agreement shall be	construed	i as creatin	g a partnershij	p, joint ventu	re or any
38 38		er to bear	any portior	of losses arisi	ng out of or c	onnected
30	with the ownership or operation of the Property. Broker sh	iaii not at	any time di	uring the period	d of this Agre	ement be
40 -	considered a direct employee of Owner. Neither party sha	all have th	ie power to	bind or obliga	ate the other o	except as
40 41	expressly set forth in this Agreement, except that Broker i	s authoriz	ed to act w	ith such additi	onal power as	s may be
41 43	necessary to carry out the spirit and intent of this Agreement	nt. Brokei	r, under thi	s Agreement, s	hall not be res	ponsible
42	for delays in the performance of any obligation unless there	e is an inte	ntional del	ay caused by B	roker or its ag	gents and
+3	employees.					
44	(0) 7					
45	(C) Description of the Property. The Property to be	managed	under this	Agreement is	commonly k	nown as
46	2000 Gravel Hill St. #201 Las Vegas NV. 89117	APN	163-	06-321-016	, as m	ore fully
	described on Exhibit 1 attached hereto.					•
Prop	perty Address: 2000 Gravel Hill St. #201 Las Vegas NV. 8	9117				
Resid	dential Property Management Agreement Rev. 11/11		©2011 Gre	eater Las Vegas As	sociation of RF/	ALTORS®
Page	e 1 of 10 Au	thorized Age		Owner		
					1 1	
Thie	s form presented by Dane C Brooks   Valleywide Properties & Mgmat	702-254-73	68   info@ve	gasvalleywide.co	a Ins	itan@t

1	(D) Term. The term of this Agreement shall be for an initial paried of
2	(D) Term. The term of this Agreement shall be for an initial period of
3	terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1)
4	7 The state of the party gives the other by have written nonce of non-renamed
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8	this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:
9	
10	(A) Management Services. Broker shall be paid the greater of \$ per month or of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled rental periods shall be prorated.
11	-0- % of the monthly gross collected rents. Payments due Broker for periods of less than the reheduled
12	rental periods shall be prorated.
13	
14 15	(B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing
16	fee as follows: \$ OR % of the first month's rent -OR % of the
17	dinidai rejit.
18	(C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a
19	one time, non-refundable fee of \$
20	
21	(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring
22	of the first to the total of the first and t
23 24	to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.
25	
26	(E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR -
27	-0- % of the monthly rent - OR % of the annual scheduled rent.
28	(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf.
29	Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.
30	
31	(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days
32	artor termination, a teliant shall effect into a purchase agreement or lease/ontion to purchase the Droporty, Deplement of
22	be decired the probuting cause of the sale, and then et chall hav Richer's fee of the sale of the sale of the sale.
35	If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market, (Select one):
36	Owner may list the Property with a Broker of his/her choosing;
37	- OR -
38	Owner shall list the Property with Broker for a fee of
	Owner Initials [ B] ] []
40	(III) Independ II 410
41 42	(H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within
43	30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
44	(I) Extraordinary Services. An hourly fee of \$ oper hour shall be paid to Broker for all
45 ı	(1) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.
46	
47	(J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20
	nerein.
49 50	(V) Collection From L. d. T. d
	(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and
52 0	payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
	broker in connection with confecting under this Agreement.
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	ential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Page 2	Authorized Agent for Broker Owner Dwner Owner
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### 1 4. BANK ACCOUNTS

- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times -0-11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

### 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall 29 be retained by Broker.

### 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 34 including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance 38 premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 40 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 2000 Gravel Hill St. #201 Las Vegas N	7. 89117
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
	Authorized Agent for Broker Owner Owner
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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

### 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
  - (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 25 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 27 reasonable precautions to secure the Property. 28
  - (D) Keybox. Owner [ x ] (does) -OR- [ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 33 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker:
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 39 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox. 41
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers. 48
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 2000 Gravel Hill St. #201 Las Vegas MV	. 89117
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1 2 3	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
4 5 6 7 8	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
15	c. I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	dI/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	-OR-
23 24 25	Owner does NOT opt out of any of the above.
	12. REASONABLE MAINTENANCE AND REPAIR
31   32   33   34 (	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with ease requirements, governmental regulations or insurance requirements. Any cost exceeding \$\frac{100.00}{100.00}\$ must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid langer or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
37 38 c	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's esponsibility to maintain all smoke detectors.
41 1 42 e 43 c 44 u	3. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility harges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective tility companies and service providers and make changes to services as Broker deems necessary during the term of his Agreement.
	4. INSURANCE.
49 50 li 51 o 52 e 53 P 54 th	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against ability for loss, damage or injury to property or persons which might arise out of the occupancy, management, peration or maintenance of the Property. The deductible required under such insurance policies shall be Owner's xpense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the roperty. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less tan \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in orce and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
Proper	ty Address: 2000 Gravel Hill St. #201 Las Vegas MV. 89117
Page 5	of 10  ©2011 Greater Las Vegas Association of REALTORS®  Authorized Agent for Broker Owner Owner
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1	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
2	Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
3	and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
4	policies.
-	

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

### 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
  - (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

### 34 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable 41 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [<u>B[]</u>][\_\_\_]
- 51 52 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or 54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

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4 5 6 7 8	UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [ ] ]
14	
15 16 17 18 19 20 21 22 23 24 25	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$
29 30 31 32 33 34 35 36 37 38	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of
44	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within N/A calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
47 48 49 50	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.
D	nowty Address 2000 Charal Will the #201 Year Warra WW 50117
-	perty Address: 2000 Gravel Hill St. #201 Las Vegas NV. 89117 dential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
NCS1	dential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®

### 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
- 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective
   heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the
   parties. There are no warranties or representations not herein contained.
- **25. SIGNATURES:** This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be 31 accepted as original.

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Residential Property Management Agreement Rev. 11/11

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Page 8 of 10

Authorized Agent for Broker \_\_\_\_\_ Owner

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2 3								
8	27. ADDITIONAL TERMS:							
9	Property Manager shall notif application(s) for the vacar							
10 11	1. Verification of Resident:	ial History						
12	2. Credit Check							
13	3. Verification of Employment statements)	nt (through	pay stubs, tax return and	or bank				
14 15	4. Criminal History Check							
16	5. Civil History Check (Clar	rk County Co	ourt Filings for any Civil	. Complaints)				
17	Once the background screening							
18	landlord and discuss details in considering approval stat							
19	All properties are inspected	i inside and	out once every 90-Days w	with written				
	feedback sent in the form of conditioning filters will be	e changed by	to the Landlord. Heating Valleywide Properties du	and air ring the inspection				
21	at no cost to the Landlord	or Tenant.						
22	Should Landlord choose to te							
23	Landlord agrees to give writ	tten notice	via email or certified US	Mail.				
24								
25								
26	BROKER: Valleywide Properties	and Management						
27	(Company Nam							
28			Authentision	04/07/0045				
29	Ву:		BENTLEY EQUITIES LLC	01/27/2015				
30 31	Authorized Agent for Broker	Date	Owner Sign attre 1 PM	Date				
32	Dane Brooks		Printed Name: Bentley Equit	ies, LLC				
33								
34	By:							
35	Broker	Date	Owner Signature	Date				
36	Dane Brooks		Printed Name:					
37			<del>\ \</del>					
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41 42								
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45								
	Address Sono o /s =100 o	**************************************						
	perty Address: <u>2000 Gravel Hill St.</u> dential Property Management Agreement Rev. I			gas Association of REALTORS®				
	ochilat Property Management Agreement Rev. 1	4711	Authorized Agent for Broker					

Instant

42 Alarm Code:

43

### EXHIBIT 1 2 3 PROPERTY INFORMATION 6 Owner Name: Bentley Equities, LLC 8 Property Address: 2000 Gravel Hill St. #201 Las Vegas NV. 89117 10 11 12 14 15 16 Existing Tenant (if any): 17 18 Name: \_\_\_\_\_ 19 20 Home Phone: 21 22 Work Phone: \_\_\_\_\_ 23 Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_\_ Maximum: \$ \_\_\_\_\_ TBD 24 25 26 Acceptable Lease Term: Minimum: 1 Years / Maximum: 2 Years 27 28 Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.) 29 30 Will smoking be permitted in the unit? Yes -OR- No 🗷 31 Will Section 8 be considered? Yes -OR- No 🗷 32 33 34 As applicable: 35 36 CBU & Mail Box Number: 37 38 Parking Space Number: 39 40 Gate Code: 41

Property Address: 2000 Gravel Hill St. #201 Las Vegas MV	. 89117
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 10 of 10	Authorized Agent for Broker Owner Owner



### RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

353 Amber Pine #102 Las Vegas, NV. 89144
(Property Address)

1		PROPERTY MANAGEMENT AGREEMENT ("	Agreemen				day of
2	<b>J</b>	anuary , 2015 , by and between	(BO III)		Equities, L		. 115 1
3					rty described b		
4		Valleywide Properties and Management	<u> </u>	(_Br	oker"), by and	through its a	autnonzed
5		(Company Name)	(t) A	ANN and a fact			D
6	agent	Dane Brooks			luly licensed to	manage ine	горепу.
/	in consid	leration of the mutual terms of this Agreement the	parties ag	ree as ronow	/S:		
8	1 NOT	TOTES Atime demandstimed among	wt		ad fan wadaa th	in A mmaaman	nt aball ba
9		ICES. Any notices, demands, consents and report	its necessa	ry or provide	ed for under th	iis Agreemei	nt snan be
	III WIHIII	g and shall be addressed as follows:					
11	mo ouni	ED.					
	TO OWN	EK;	TO BRO	KER:			
13	Name:	Bentley Equities, LLC	Company	Name: Vall	laywida Prope:	rties and W	lanagement
		4625 W Neyso Dr. #2 and #3			ainbow Blvd.		and golden
	Addicss.	Las Vegas NV 89103	_ Auditess.		Las Vegas	NV	89146
16	Phone:	702-806-6320	- Phone:		702-254		
	Fax:	702-583-7994	Fax:		702-254		
19		chiocchetti.usa@gmail.com	Email:	de	ne@vegasval		m
20	Linaii.	CHIOCHOLLI BERTAMATI COM	. Linuii.			207 11201001	
21	All notic	es shall be faxed or emailed and sent by regular	mail Not	ices shall be	effective as o	f the date the	e notice is
22		d mailed (whichever is later).	111011. 1406	ices shan be	CITCULIVE US O	i the date th	c nonco is
23	raxed arr	d maned (whichever is fater).					
24	2 EMP	LOYMENT OF MANAGING BROKER					
25	2. 131711						
26	(A)	Employment and Acceptance. Owner employs	Broker as	the sole exc	lusive Agent o	of Owner to	lease and
27	manage	the Property (which includes listing the Proper	rty for lea	se and secu	ring a tenant)	upon the	terms and
28		ns provided herein. Broker accepts the employment					
29		nent of the Property. Owner shall pay all of the					
		inderstands and agrees that Broker's services will					
31		ence to Broker in this Agreement includes such a				·	
32		<i>5</i>		J			
33	<b>(B)</b>	Relationship of Broker to Owner. The relation	ship of the	he parties to	o this Agreen	nent shall b	e that of
34	principal	and agent, and all duties to be performed by Br	oker under	r this Agreen	nent shall be o	on behalf of	Owner, in
35	Owner's	name and for Owner's account. In taking any account.	ction unde	r this Agreei	ment, Broker s	shall be actir	ng only as
36	agent for	r Owner, and nothing in this Agreement shall b	e construe	d as creating	g a partnership	o, joint venti	ure or any
37	other rel	ationship between the parties or as requiring Brol	ker to bear	any portion	of losses arisin	ng out of or	connected
		ownership or operation of the Property. Broker s					
39	consider	ed a direct employee of Owner. Neither party sl	hall have t	he power to	bind or obliga	ate the other	except as
40	expressly	y set forth in this Agreement, except that Broker	is authori	zed to act wi	ith such additi	onal power	as may be
41	necessar	y to carry out the spirit and intent of this Agreem	ent. Broke	er, under this	Agreement, sl	hall not be re	esponsible
42	for delay	s in the performance of any obligation unless the	re is an int	entional dela	ry caused by B	roker or its a	agents and
	employe	es.					
44							•
45		Description of the Property. The Property to b					
46			_, APN	137-3	6-113-130	, as i	more rully
47		d on Exhibit 1 attached hereto.					
			89144				
		perty Management Agreement Rev. 11/11			ater Las Vegas As		
Pag	e 1 of 10	A	uthorized Ag	gent for Broker	Owner	-BE Own	ier
Thi	is form pre	sented by Dane C Brooks   Valleywide Properties & Hgmt	702-254-	7368   info@ve	gasvalleywide.co		stan <b>e</b> t

Authentision	ID: 1148A4	1.3-49D1-402	6-A158-BFF1	CEFUOB717

1 (D) Term. The term of this Agreement shall be for an initial period of
6 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under 7 this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall 8 pay Broker as follows:
10 (A) Management Services. Broker shall be paid the greater of \$ 59.00 per month or 11
14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing 15 fee as follows: \$ OR % of the first month's rent -OR % of the 16 annual rent.
17 18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a 19 one time, non-refundable fee of \$ 20
21 <b>(D) Referral Commission.</b> Owner also authorizes payment of an MLS referral commission to the referring 22 broker not to exceed \$
25 (E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR - 26 % of the monthly rent - OR % of the annual scheduled rent.  27
28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. 29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion. 30
31 (G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall 33 be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
36 Solution
Owner shall list the Property with Broker for a fee of
41 <b>(H)</b> Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum. 43
44 (I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all 45 necessary or requested tasks not considered normal management duties. 46
47 (J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 48 herein.
(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
Property Address: 353 Amber Pine #102 Las Vegas, NV. 89144
Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Page 2 of 10 Authorized Agent for Broker Owner Owner
This form presented by Dane C Brooks   Valleywide Properties & Mgmt   702-254-7368   info@vegasvalleywide.com   Instanct

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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 corporate account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required. 8
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ -0as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 11 Broker shall notify Owner if additional funds are required.
  - (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for security deposits, cleaning, pet, and key and other deposits.

### 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- 19 (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 24 non-negotiated checks, interest and a rental application fee.
  - (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

### 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
  - (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 45 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address:	353	Amber	Pine	#102	Las	Vegas,	NV.	. 89144	
Residential Property 1	Managen	nent Agre	ement	Rev. 1	1/11			©2011 Greater Las Vegas Association of RI	EALTORS®
Page 3 of 10								Authorized Agent for Broker Owner Owner	er
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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

### 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
  - (D) Keybox. Owner [ x ] (does) -OR- [ [] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- 32 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers. 48
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 353 Amber Pine #102 Las Vegas, NV.	89144
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Page 4 of 10	Authorized Agent for Broker Owner Owner
This form presented by Dane C Busche I Walleville Terrorite a Market	

	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
12	b I/we have advised the Broker that I/we <b>DO NOT</b> want the <b>address</b> of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
15	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
18 19 20	d I/we have advised the Broker that I/we <b>DO NOT</b> want an <b>automated estimate of value</b> displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	—OR—
23 24	Owner does NOT opt out of any of the above.
	12. REASONABLE MAINTENANCE AND REPAIR
30 31 32 33 34	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
37 38	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
41 42 43 44	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.
	14. INSURANCE.
49 50 51 52 53 54	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
	erty Address: 353 Amber Pine #102 Las Vegas, NV. 89144
	lential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®  Authorized Agent for Broker Owner
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3	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such policies.
5	

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage incurred or occurring in, on or about the Property. 10 11
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 13 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where 18 Owner's funds are deposited.

### 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of 32 Broker, Owner shall pay an apportioned amount of such expense.

### 34 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ BE] [\_
- (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 52 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: 353 Amber Pine #102 Las Vegas, MV.	89144
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Page 6 of 10	Authorized Agent for Broker Owner Owner

6 7 8 9 10 11 12 13	RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broke assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequen and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials []
لک	together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$
29 30 31 32 33 34 35 36 37 38	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$\frac{-0-}{9}\$, whichever is greater, before delivering the balance of the funds to to the Owner. Owner Initials [\frac{3\tau}{3\tau}][\frac{1}{3\tau}][\fra
40 41 42 43 44	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
47 48 49 50	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.
rop	erty Address: 353 Amber Pine #102 Las Vegas, NV. 89144
cesid	lential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
age	7 of 10 Authorized Agent for Broker Owner Owner

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### 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- 15 (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. 18
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a 22 court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 353 Amber Pine #102 Las Vegas, NV. **B9144** Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Page 8 of 10 Authorized Agent for Broker.

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3	26. FOREIGN INVESTMENTS IN REAL PROPER Section 1441, the deduction of a withholding tax on all non-resident alien individual, fiduciary, foreign partner provided under said IRS Section. If Owner is a non-rescorporation, Broker will require a written statement from x (is not) a non-resident alien individual, fiducial	Il fixed or determinable gross income ership or foreign corporation unless exident alien individual, fiduciary, foreign either a CPA or U.S. Tax Attorney.	shall be required of any xempt under provisions in partnership or foreign Dwner (is)-OR-
8			
9	Property Manager shall notify landlord application(s) for the vacant property.	within 1 business day of inc	coming
10	1. Verification of Residential History		
12	2 Crodit Charle		
13	3. Verification of Employment (through particular)	pay stubs, tax return and or	: bank
14	4. Criminal History Check		
15 16		urt Filings for any Civil Co	mmolaints)
17	Once the background screening has been a landlord and discuss details and finding in considering approval status of applications.	completed, the Property Mana	ger shall notify
19	wir brobercies are inspected juside and	out once every 90-Days with	written
20	- Sandbaak asab is blo Same - S	o the Landlord. Heating and	lair
21	at no cost to the Landlord or Tenant.	Agradated troposcies design	g the inspection
22 23 24	Should Landlord choose to terminate this Landlord agrees to give written notice	s agreement, there shall be via email or certified US Ma	no fee assessed. il.
25			
26	DROVED.		
27	BROKER: <u>Valleywide Properties and Management</u> (Company Name)	<del>_</del>	
28	_	Authentision	0.1100.100.10
29 30	By: Authorized Agent for Broker Date	Bentley Equities: LLC Owner Signatures PM	01/28/2015
31	Dane Brooks	Printed Name: Bentley Equities	Date - LLC
32 33			
34	Ву:		
35	Broker Date	Owner Signature	Date
36 37	Dane Brooks	Printed Name:	
38			
39			
40			
41			
42 43			
44			
45			
Pro	perty Address: 353 Amber Pine #102 Las Vegas, NV.	89144	
Resi	dential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas A	ssociation of REALTORS®
Page	: 9 of 10	Authorized Agent for Broker Owner	
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1 2	
3	PROPERTY INFORMATION
	Owner Name: Bentley Equities, LLC
9	Property Address: 353 Amber Pine #102 Las Vegas, NV. 89144
10 11	
12	
13	APN: 137-36-113-130
14 15	
16	
17	
18 19	Tullio,
20 21	
22 23	Work Phone:
24 25	
26 27	Acceptable Lease Term: Minimum: 1 Years / Maximum: 2 Years
28 29	Will pets be considered? Yes 🔲 -OR- No 🔲 (If yes, Tenant must complete Application for Pet Approval.)
30 31	Will smoking be permitted in the unit? Yes -OR- No -
32 33	Will Section 8 be considered? Yes — -OR- No 🗷
34	As applicable:
35 36 37	CBU & Mail Box Number:
38 39	Parking Space Number:
40 41	Gate Code:
	Alarm Code:

Property Address: 353 Amber Pine #102 Las Vegas, MV.	89144
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 10 of 10	Authorized Agent for Broker Owner Owner
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# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT for

2561 New Morning Ave. Henderson, NV. 89052
(Property Address)

1	This PROPERTY MANAGEMENT AGREEMENT ("	Agreemen	t"), entered i	nto this	27th	day of
2	zamana 2015 by and between		Bentley	Equities, L	LC	
3		("Owner")	of the prope	rty described b	elow ("Propo	erty") and
4	Valleywide Properties and Management		("Br	oker"), by and	through its a	uthorized
5	(Company Name)					
6	agent Dane Brooks	("Age	nt") who is o	fuly licensed to	manage the	Property.
7	In consideration of the mutual terms of this Agreement the	parties ag	ree as follov	vs:		
8						
9	1. NOTICES. Any notices, demands, consents and repo	rts necessa	ıry or provid	ed for under th	nis Agreemen	it shall be
10	in writing and shall be addressed as follows:					
11	· ·	40				
12	TO OWNER:	TO BRO	KER:			
13						
14	Name: Bentley Equities, LLC			leywide Prope		anagement
15	Address: 4625 W. Nevso Dr.#2 and #3	_ Address:		ainbow Blvd.		
16	Las Vegas NV 89103	_		Las Vegas	NV	89146
17	Phone:	_ Phone:	-	702-254		
18	Fax: 702-583-7994	Fax:		702-254		
19	Email: chiocchetti.usa@gmail.com	_ Email:		ane@vegasval	leywide.com	Δ
20						
21	All notices shall be faxed or emailed and sent by regular	mail. Not	tices shall be	e effective as o	f the date the	e notice is
22	faxed and mailed (whichever is later).					
23						
24	2. EMPLOYMENT OF MANAGING BROKER					
25						
26	(A) Employment and Acceptance. Owner employs	Broker as	the sole ex	clusive Agent	of Owner to	lease and
27	manage the Property (which includes listing the Prope	rty for lea	ase and secu	uring a tenant	), upon the t	terms and
28	conditions provided herein. Broker accepts the employm	ent and sh	all furnish ti	ne services of t	he organizati	on for the
29	management of the Property. Owner shall pay all of the	expenses	in connection	on with this se	rvice describ	ed nerein.
30	Owner understands and agrees that Broker's services wil	l be pertor	rmed through	n one or more	autnorized a	gents, and
31	any reference to Broker in this Agreement includes such a	uthorized	agents.			
32						as that of
33	(B) Relationship of Broker to Owner. The relation	nsnip of t	ine parties	to this Agree	ment snan t	Owner in
34	principal and agent, and all duties to be performed by B	roker unde	r this Agree	ment shall be	on bellan or	Owner, in
35	Owner's name and for Owner's account. In taking any a	iction unde	er inis Agree	ment, broker	Silali de actii	ig only as
36	agent for Owner, and nothing in this Agreement shall be	e construt	ed as creation	g a partifersin	p, joint vent	connected
37	other relationship between the parties or as requiring Bro	sker to bear	r any portion	uring the perio	d of this Agr	eement he
38	with the ownership or operation of the Property. Broker	Shan not a	the power to	uring the perio	ate the other	excent as
39	considered a direct employee of Owner. Neither party s	man nave	ine power it	the documents	ional nower	as may he
40	expressly set forth in this Agreement, except that Broken necessary to carry out the spirit and intent of this Agreem	ent Brok	er under thi	s A greement s	shall not be re	esnonsible
		ra is an in	tentional del	av caused hy F	Broker or its a	agents and
42		JIC 15 dit iii	tentional dei	ay caasea by 2		
43	• •					
44		he manage	ed under this	s Agreement i	s commonly	known as
45 46	- H. H	, APN	178-	31-214-011	. as	more fully
47		_'` ' ' ' ' '				-
		89052				
Pro	pperty Address: 2561 New Morning Ave. Henderson, MV. sidential Property Management Agreement Rev. 11/11	37732	@2011 Gr	eater Las Vegas A	ssociation of RI	EALTORS®
		Authorized A		r Owner		
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1 (D) Term. The term of this Agreement shall be for an initial period of
6 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:
(A) Management Services. Broker shall be paid the greater of \$ 79.00 per month or -0- % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled rental periods shall be prorated.
13 14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing 15 fee as follows: \$ OR % of the first month's rent -OR % of the 16 annual rent.
17 18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a 19 one time, non-refundable fee of \$ 20
21 (D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring 22 broker not to exceed \$
24 25 (E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR - 26 % of the monthly rent - OR % of the annual scheduled rent.
27 28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. 29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion. 30
(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
36 X Owner may list the Property with a Broker of his/her choosing;
- OR - Owner shall list the Property with Broker for a fee of
41 (H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
44 (I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all 45 necessary or requested tasks not considered normal management duties.  46
47 (J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 48 herein.
(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
Property Address: 2561 New Morning Ave. Henderson, NV. 89052
Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Page 2 of 10  Authorized Agent for Broker Owner Owner This form presented by Dane C Brooks   Valleywide Properties & Mgmt   702-254-7368   info@vegasvalleywide.com   Instance   Ins

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- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 3 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required. 7
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to as a reserve. Owner shall maintain the reserve stated above at all times 10 Broker the sum of \$ in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

### 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

### 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 35 including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the 40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

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Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the 8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit 9 to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

### 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 19 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve 21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and 27 report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
- [] (does not) authorize Broker to install a keybox in connection (D) Keybox. Owner [ x ] (does) -OR- [ \_\_\_ 31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 36 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 37 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 48 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address:25	61 New Morning	Ave. Henderson,	NV.	89052
Residential Property Mana				©2011 Greater Las Vegas Association of REALTURS®
Page 4 of 10	-			Authorized Agent for Broker Owner Owner

	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out	of any of the
2	following by initialing the appropriate space(s) below:	
4 5 6 7 8	aI/we have advised the Broker that I/we DO NOT want the listed Property to be a the Internet (the listing will not appear on any Internet site). In selecting this option, Owner und consumers who conduct searches for listings on the Internet will not see information about the lister response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the 1732-3154.)	erstands that in property in
9 10 11 12 13	b. I/we have advised the Broker that I/we <b>DO NOT</b> want the <b>address</b> of the list to be displayed on the Internet (listing information will be disseminated via Internet, but the Property not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must faith the MLS at (702) 732-3154.)	address will
14 15 16	c. I/we have advised the Broker that I/we DO NOT want a commentary section linked to the listed Property (the site operator may indicate that the feature was disabled at the request of	displayed or the owner).
17 18 19 20	d. I/we have advised the Broker that I/we DO NOT want an automated value displayed or linked to the listed Property (the site operator may indicate that the feature was did request of the owner).	estimate of sabled at the
21 22		
23 24	Owner does <b>NOT</b> opt out of any of the above.	
25 26		
27		
20	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve in a habitable condition and for the operating efficiency of the Property, and all alterations required to be lesse requirements. Some governmental regulations or insurance requirements. Any cost exceeding \$	comply with
32 33 34 35	must be approved by Owner in advance except that in an emergency where repairs are immediately necessary must be approved by Owner in advance except that in an emergency where repairs are immediately necessary must be approved and safety of the Property, to avoid the suspension of any essential service to the Property danger or life of property, or to comply with federal, state or local law; such emergency repairs shall broker at Owner's expense without prior approval.	erty, to avoid
39	7 (B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Propert 8 condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be responsibility to maintain all smoke detectors.	y in working be the tenant's
42 43 44 45	1 13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make 2 electricity, gas or water and such other services as necessary or prudent for the operation of the Proper charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with utility companies and service providers and make changes to services as Broker deems necessary during this Agreement.	ty. An unity the respective
46 47 48	7 14. INSURANCE.	
49 50 51 52 53	9 (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage of liability for loss, damage or injury to property or persons which might arise out of the occupancy,	management, all be Owner's respect to the respect to the respect to the respect to the
	roperty Address: 2561 New Morning Ave. Henderson, NV. 89052  desidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association	of REALTORS®
	lesidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association age 5 of 10 Authorized Agent for Broker Owner	Owner
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1	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
2	Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
3	and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
4	policies.

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.

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

### 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
  - (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

### 34 18. REPRESENTATIONS

(A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ BE ] | \_

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

Property Address: 2561 New Morning Ave. Henderson, M	NV. 89052
Pacidantial Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10	Authorized Agent for Broker Owner Owner

2 3 4 5 6 7 8 9 10 11 12	Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [
14	
15 16 17 18 19 20 21 22 23 24 25 26 27	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$\frac{-0-}{}\$. This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$\frac{-0-}{}\$.
28 29	
30 31 32 33 34 35 36 37 38	obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$\frac{-0-}{8}\$, whichever is greater, before delivering the balance of the funds to to the Owner. Owner Initials [\frac{-0-}{8\tau}][\frac{-0-}{8\tau}]
39 40	
41 42 43 44	terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within a calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations to to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
47	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties
48 49 50	contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as in this Agreement were still in effect.
	operty Address: 2561 New Horning Ave. Henderson, NV. 89052 sidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
	ge 7 of 10 Authorized Agent for Broker Owner RF Owner

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### 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
  - 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

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Property Address: 2561 New Morning Ave. Henderson, NV. ©2011 Greater Las Vegas Association of REALTORS® Residential Property Management Agreement Rev. 11/11 Page 8 of 10 Authorized Agent for Broker \_

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2 3	26. FOREIGN INVESTMENTS IN REAL PROPER Section 1441, the deduction of a withholding tax on all non-resident alien individual, fiduciary, foreign partner provided under said IRS Section. If Owner is a non-rescorporation, Broker will require a written statement from (is not) a non-resident alien individual, fiducial 27. ADDITIONAL TERMS:	Il fixed or determinable gross income ership or foreign corporation unless of ident alien individual, fiduciary, forei m either a CPA or U.S. Tax Attorney.	shall be required of any exempt under provisions gn partnership or foreign Owner(is)-OR-
٥	Property Manager shall notify landlord	within 1 business day of in	coming
	application(s) for the vacant property.		
10 11	1. Verification of Residential History		
12	2. Credit Check		
13	3. Verification of Employment (through statements)	pay stubs, tax return and o	r bank
14 15	4. Criminal History Check		
16	5. Civil History Check (Clark County Co	urt Filings for any Civil C	complaints)
17	Once the background screening has been		
18	landlord and discuss details and findin in considering approval status of appli		
19	All properties are inspected inside and		
20	feedback sent in the form of an email t conditioning filters will be changed by		
21	at no cost to the Landlord or Tenant.		
22	Should Landlord choose to terminate thi		
23	Landlord agrees to give written notice	via email or certified US M	Mail.
24			
25			
26	BROKER: Valleywide Properties and Management		
27	(Company Name)	C Authentisch	
28 29	n		01/28/2015
30	By:	Bentley Equities, LLC Owner Signatures PM	Date
31	Dane Brooks	Printed Name: Bentley Equitie	
32			<del></del>
33			
34 35	By:	Owner Signature	Date
36	Dane Brooks	Printed Name:	
37		Timod Panto.	
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	perty Address: 2561 New Morning Ave. Henderson, NV		
	idential Property Management Agreement Rev. 11/11 ge 9 of 10	©2011 Greater Las Vegas Authorized Agent for Broker Own	Association of REALTORS®
1 415	pr x O1 10	Addionated Agent for Dioxer Owl	" <del>                                     </del>

### **EXHIBIT 1**

PROPERTY INFORMATION  PROPERTY INFORMATION  Owner Name: Bentley Equities, LLC  Property Address: 2561 New Moxning Ave. Henderson, NV. 89052  APN: 178-31-214-011  Existing Tenant (if any):  Name: 19  Home Phone: 19  Work Phone: 19	
4 5 6 Owner Name: Bentley Equities, LLC 7 8 Property Address: 2561 New Morning Ave. Henderson, NV. 89052 9 10 11 12 13 APN: 178-31-214-011 14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone:	
6 Owner Name:	
8 Property Address: 2561 New Morning Ave. Henderson, NV. 89052  10 11 12 13 APN: 178-31-214-011  14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone:	
8 Property Address: 2561 New Morning Ave. Henderson, NV. 89052  10 11 12 13 APN: 178-31-214-011  14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone:	
9 10 11 12 13 APN:	
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12 13 APN:	
13 APN:	
14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone:	
15 16 Existing Tenant (if any): 17 18	
16 Existing Tenant (if any): 17 18	
17 18 Name:	
18 Name:	
19 20 Home Phone:	
21	
21	
22 Work Phone:	
11 011/2 11 0	
23	
24 Acceptable Rental Rate/Month: Minimum: \$ Maximum: \$ TBD Maximum: \$ TBD	
26 Acceptable Lease Term: Minimum: 1 Years / Maximum: 2	Years
27	_ 10413
28 Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet A	pproval.)
29	
30 Will smoking be permitted in the unit? Yes -OR- No 🗷	
31	
32 Will Section 8 be considered? Yes  -OR- No  33	
34 As applicable:	
35	
36 CBU & Mail Box Number:	
37	
38 Parking Space Number:	
39	
40 Gate Code:	
41	
42 Alarm Code:	

Property Address: 2561 New Morning Ave. Henderson, NV. 89052 ©2011 Greater Las Vegas Association of REALTORS® Residential Property Management Agreement Rev. 11/11 Authorized Agent for Broker \_\_\_\_\_ Owner BE Owner Page 10 of 10 instan©t forms



### RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

372 Sunward Dr. Henderson, NV. 89014
(Property Address)

1				MENT AGREEMENT					day of
2		anuary	, 2015	, by and between		Bentley	Equities, I		
3							erty described l		
4		Va		operties and Managem	ent	("B	roker"), by and	l through its a	uthorized
5			(C	Company Name)					
6	agent						duly licensed to	o manage the	Property.
7	In consid	eration of t	he mutual te	rms of this Agreement	the parties ag	gree as follo	ws:		
8									
9				mands, consents and re	ports necessa	ary or provid	ded for under th	his Agreemen	it shall be
	in writing	g and shall i	be addressed	l as follows:					
11									
	TO OWN	ER:			TO BRO	KER:			
13									
-	Name:			quities, LLC		- —	lleywide Prope		ınagement
15	Address:	4625 Ne	vso Dr.			2660 S. R	Rainbow Blvd.	#A-101	
16			Las Vegas	NV 89103	<u> </u>		Las Vegas	NV	89146
	Phone:		702-8	06-6320	Phone:		702-254	-7368	
_	Fax:		702-5	87-7994	Fax:		702-254	-7373	
19	Email:	c	<u>hiochetti.</u>	usa@gmail.com	Email:	6	lane@vegasval	leywide.com	1
20									
21				ailed and sent by regul	ar mail. Not	tices shall be	e effective as o	of the date the	notice is
22	faxed and	i mailed (w	hichever is l	ater).					
23									
24	2. EMP	LOYMEN	<b>F OF MAN</b>	AGING BROKER					
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26				eptance. Owner employ					
27				icludes listing the Pro					
28				ker accepts the employ					
29				wner shall pay all of t					
30				that Broker's services w			h one or more	authorized ag	gents, and
31	any refer	ence to Bro	ker in this A	greement includes such	authorized.	agents.			
32									
33				r to Owner. The relati					
34				es to be performed by					
35				account. In taking any					
36				n this Agreement shall					
37				arties or as requiring B					
				of the Property. Broke					
				f Owner. Neither party					
				ement, except that Brok					
				and intent of this Agree					
42	for delay	s in the per	formance of	any obligation unless t	here is an int	tentional del	iay caused by B	Broker or its a	gents and
	employee	es.							
44									_
45		_		perty. The Property to					
46				on, NV. 89014	, APN	178-	09-517-040	, as n	nore fully
47	described	l on Exhibi	t I attached l	nereto.					
				Dr. Henderson, NV.	89014				
Resi	idential Prop	erty Manager	nent Agreemen	it Rev. 11/11			eater Las Vegas As		
Page	e 1 of 10				Authorized A	gent for Broke	r Owner	BU Owne	er
								ر ا	- A-
Thi	s form pres	ented by Dan	e C Brooks   '	Valleywide Properties & M	gat   702-254-	7368   info@v	egasvalleywide.co	om <i>10:</i>	stan@t

1 (D) Term. The term of this Agreement shall be for an initial period of years (the "initial term") 2 beginning on
6 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under 7 this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall 8 pay Broker as follows:
(A) Management Services. Broker shall be paid the greater of \$ 59.00 per month or 11
14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing 15 fee as follows: \$OR % of the first month's rent -OR % of the 16 annual rent.
18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a 19 one time, non-refundable fee of \$
21 <b>(D) Referral Commission.</b> Owner also authorizes payment of an MLS referral commission to the referring 22 broker not to exceed \$
25 <b>(E)</b> Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR - 26 % of the monthly rent - OR % of the annual scheduled rent.
27 28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. 29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion. 30
(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
36 Owner may list the Property with a Broker of his/her choosing;
- OR -  Owner shall list the Property with Broker for a fee of
41 (H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum. 43
44 (I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.
47 (J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 48 herein.
(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
Property Address: 372 Sunward Dr. Henderson, NV. 89014
Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Page 2 of 10 Authorized Agent for Broker Owner
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l	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
2	Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
3	and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
4	policies.

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 8 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, 9 suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where 17 18 Owner's funds are deposited.

### 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

### 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [B] [\_\_\_\_]
- 51 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 52 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: 372 Sunward Dr. Henderson, N	w.	89014
Residential Property Management Agreement Rev. 11/11		©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10		Authorized Agent for Broker Owner Owner

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- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times -0-11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

### 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

### 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 372 Sunward Dr. Henderson, NV	89014
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 3 of 10	Authorized Agent for Broker Owner Owner

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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the 8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 9 conclusion of each calendar year a Form 1099 indicating the total income received from the Property. 10

### 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 21 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
- (D) Keybox. Owner [ x ] (does) -OR- [ \_\_\_\_ ] (does not) authorize Broker to install a keybox in connection 31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 37 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 48 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 372 Sunward Dr. Henderson, NV.	89014
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 4 of 10	Authorized Agent for Broker Owner Owner
	Instance

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Collowing by initialing the appropriate space(s) below:		
a	1 2	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
b	4 5 6 7 8	the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)
c	10 11 12 13	to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to
d	15 16	
Owner does NOT opt out of any of the above.  12. REASONABLE MAINTENANCE AND REPAIR  (A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.  (B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.  13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.  (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance anniatiance with threspect to expense. Broker shall be named as an additional interest on all liability in	18 19 20	value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the
Owner does NOT opt out of any of the above.  12. REASONABLE MAINTENANCE AND REPAIR  (A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$\frac{100.00}{200.000}\$ must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.  (B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.  13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.  (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substan	22	OR
26 12. REASONABLE MAINTENANCE AND REPAIR 27 (A) Ordinary/Emergency Maintenance Repair, Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$\frac{100.00}{200.00}\$ must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.  (B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.  13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.  (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance mainta	24	Owner does NOT opt out of any of the above.
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(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.  13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.  14. INSURANCE.  (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate Property Address: 372 Sunward Dr. Henderson, NV. 89014  Residential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®	28 29 30 31 32 33 34 35	in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by
41 13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.  46 47 48 49 40 41 42 43 44 45 46 47 46 47 48 49 40 40 40 40 41 41 41 41 41 41 41 41 42 42 43 44 45 46 47 48 49 49 40 40 40 40 40 40 40 41 41 41 41 41 41 41 41 41 41 41 41 41	37 38 39	
14. INSURANCE.  (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate Property Address: 372 Sunward Dr. Henderson, NV. 89014  Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®	41 42 43 44 45	electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of
(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against 50 liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, 51 operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the 53 Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate Property Address: 372 Sunward Dr. Henderson, NV. 89014  Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®	47	14. INSURANCE.
Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®	49 50 51 52 53 54	Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in
1 1		

itimili i	M. OURAWART IT I TOWN THAT I STATE TO THE STATE TO THE STATE THE STATE TO THE STATE
2 3 4 5 6 7 8 9 10 11 12	19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [
14	
15 16 17 18 19 20 21 22 23 24 25 26 27	transfer fee of \$\frac{-0}{\text{specified in Section 2(d) upon 30 days}}\$. This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay the section 2(d) upon 30 days written notice to Owner.
28	(D) O D D Will for Downste Upon termination of this Agreement Owner shall assume the
31 32 33 34 35 36 37 38	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$\frac{-0-}{0R}\], whichever is greater, before delivering the balance of the funds to to the Owner. Owner Initials [\frac{ B }{ B }][\frac{ B }{ B }][
39 40 41 42 43 44 45 46	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within N/A calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
47 48 49	contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if
D	operty Address: 372 Sunward Dr. Henderson, NV. 89014
	ridential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
	ee 7 of 10 Authorized Agent for Broker Owner Owner

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# 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 372 Sunward Dr. Henderson, NV.

Residential Property Management Agreement Rev. 11/11

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Page 8 of 10

Authorized Agent for Broker \_

) 3 4	26. FOREIGN INVESTMENTS IN REAL PROPE Section 1441, the deduction of a withholding tax on a non-resident alien individual, fiduciary, foreign partn provided under said IRS Section. If Owner is a non-re corporation, Broker will require a written statement fro  (is not) a non-resident alien individual, fiduci	all fixed or determinable gross income nership or foreign corporation unless sident alien individual, fiduciary, foreign either a CPA or U.S. Tax Attorney.	e shall be required of any exempt under provisions gn partnership or foreign Owner(is)-OR-
8	27. ADDITIONAL TERMS:		
9	application(s) for the vacant property.		
10	1. Verification of Residential History		
12	2. Credit Check		
13 14	3. Verification of Employment (through statements)	pay stubs, tax return and o	or bank
15	4. Criminal History Check		
16	5. Civil History Check (Clark County Co	ourt Filings for any Civil (	Complaints)
17 18	Once the background screening has been landlord and discuss details and finding in considering approval status of applications.	ngs. Landlord shall take ar	active position
19	All properties are implected inside and		
20	feedback sent in the form of an email of conditioning filters will be changed by at no cost to the Landlord or Tenant.		
22 23 24			
25			
26	BROKER: Valleywide Properties and Management	<b>.</b>	
27	(Company Name)	— Authentision	
28		200-7	01/27/2015
29 30		Owner signatures lic	Date
31		Printed Name: Bentley Equitie	
32 33		rimed Maine. Benetay Equitive	
34			
35 36	= :::	Owner Signature	Date
37		Printed Name:	· · · · · · · · · · · · · · · · · · ·
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45 Pro	operty Address: 372 Sunward Dr. Henderson, NV.	89014	
	sidential Property Management Agreement Rev. 11/11		Association of REALTORS®
	ge 9 of 10	Authorized Agent for Broker Own	
Th	is form presented by Dane C Brooks   Valleywide Properties &	Mgmt   702-254-7368   info@vegasvalleywide	lpstan@t

42 Alarm Code:

43

# **EXHIBIT 1** 2 3 PROPERTY INFORMATION 6 Owner Name: Bentley Equities, LLC 8 Property Address: \_\_372 Sunward Dr. Henderson, NV. 89014 10 11 12 14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone: 21 22 Work Phone: \_\_\_\_ 23 24 Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_\_ Maximum: \$ \_\_\_\_\_ TBD 25 Minimum: 1 Years / Maximum: 2 Years 26 Acceptable Lease Term: 27 28 Will pets be considered? Yes \_\_\_\_ -OR- No \_\_\_ (If yes, Tenant must complete Application for Pet Approval.) 29 30 Will smoking be permitted in the unit? Yes \_\_\_\_-OR- No \_\_\_\_ 31 32 Will Section 8 be considered? Yes -OR- No 🗷 33 34 As applicable: 35 36 CBU & Mail Box Number: \_\_\_\_\_ 37 38 Parking Space Number: \_\_\_\_\_ 39 40 Gate Code: 41

Property Address: 372 Sunward Dr. Henderson, NV.	89014
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 10 of 10	Authorized Agent for Broker Owner Owner



# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

8488 Cobble Village Ct. Las Vegas, NV. 89117
(Property Address)

1	This P	PROPERTY MA	NAGEN	MENT AGREEMEN	VT ("Agreeme	nt"), entered	into this	27th	day of
2	Ja	anuary ,	2015	, by and between		Bentley	Equities,	LLC	
3					("Owner"	) of the prop	erty described		
4		Valley		perties and Manage	ment	("B	Broker"), by an	d through its	authorized
5			(Co	ompany Name)					
6	agent			Brooks			duly licensed	to manage the	Property.
7	In conside	eration of the m	utual ter	ms of this Agreemer	nt the parties a	gree as follo	ws:		
8									
9				nands, consents and	reports necess	ary or provid	ded for under t	this Agreeme	nt shall be
10	in writing	g and shall be ad	dressed	as follows:					
11									
	TO OWN	ER:			TO BRO	OKER:			
13			_			37			
	Name:			mities, LLC		- —	lleywide Prop		lanagement
	Address: _	4625 W.Nevs	_			; <u>2660 S. I</u>	Rainbow Blvd		
16		Las	Vegas	NV 891			Las Vegas	NV	B9146
	Phone:			6-6320	Phone:		702-25		
	Fax:			7-7994	Fax:		702-25		
19	Email: _	chioco	chetti.	usa@gmail.com	Email:		lane@vegasva	11eywlde.com	м
20	A 11		4		t	ainea aball b	a official or	af tha data th	
21				iled and sent by reg	guiar maii. INC	ouces shall b	e effective as	or the date the	e notice is
22	raxed and	l mailed (which	ever is ia	iter).					
23	2 EMDI	OVMENT OF	T BALA BLA	GING BROKER					
24 25	Z. EMIF	LOTMENT OF	IVIALINA	IGING DROKER					
25 26	(A) 1	Employment or	nd A occi	ptance. Owner emp	love Broker a	s the sole av	clusiva Agant	of Owner to	leace and
27	• •			cludes listing the P					
28				ter accepts the employer					
29				wner shall pay all of					
				nat Broker's services					
31				greement includes su			, 0 0		B
32	uny record		.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
33	<b>(B)</b> 1	Relationship of	Broker	to Owner. The rel	ationship of	the parties	to this Agree	ement shall b	be that of
34				es to be performed b					
35				ccount. In taking a					
				this Agreement sha					
37				rties or as requiring					
38				of the Property. Bro					
39	considere	ed a direct empl	oyee of	Owner. Neither par	rty shall have	the power to	o bind or oblig	gate the other	except as
40	expressly	set forth in this	s Agreei	ment, except that Br	oker is author	ized to act v	vith such addit	tional power	as may be
41	necessary	to carry out the	e spirit a	nd intent of this Agr	reement. Brol	er, under thi	is Agreement,	shall not be re	esponsible
42	for delays	s in the perform	ance of a	any obligation unless	s there is an ir	itentional del	lay caused by l	Broker or its a	agents and
43	employee	es.							
44									
45				erty. The Property					
46				Vegas, NV. 89117	, APN	163-	09-315-051	, as 1	more fully
47	described	l on Exhibit 1 at	tached h	ereto.					
Рго	perty Addre	ess: <b>8488 Cob</b>	ble Vill	lage Ct. Las Vegas,	NV. 89117				
		erty Management A	Agreement	Rev. 11/11			reater Las Vegas A		
Pag	e I of 10				Authorized A	Agent for Broke	r Owne	r BL Own	1ег
Thi	s form pres	ented by Dane C B	rooks   V	alleywide Properties &	Mgmt   702-254	-7368   info <del>0</del> v	regasvalleywide.c	.com //	ıstan@t

# Authentisign ID: 798EA04B-12C9-4380-8370-0828798E3F62

1 2 3 4 5	(D) Term. The term of this Agreement shall be for an initial period of 1 years (the "initial term") beginning on 3 January 27th, 2015 and ending 3 January 26th, 2016. Unless earlier terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1) year each, unless either party gives the other 30 days written notice of non-renewal.
6	3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:
10 11	(A) Management Services. Broker shall be paid the greater of \$ 79.00 per month or
14 15	(B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee as follows: \$ OR % of the first month's rent -OR % of the annual rent.
18 19 20	(C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a one time, non-refundable fee of \$
23 24	(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring broker not to exceed \$
25 26 27	(E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR OR % of the monthly rent - OR % of the annual scheduled rent.
28	(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.
33 34 35	(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of % of the selling price. If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market, (Select one):
36 37	<ul> <li>✓ Owner may list the Property with a Broker of his/her choosing;</li> <li>OR -</li> </ul>
38	Owner shall list the Property with Broker for a fee of
41 42 43	(H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
44 45 46	(I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.
47 48 49	(J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 herein.
50 51	(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
P	annu Addesse. 0400 gabble William Ch. Ver vers and said
	perty Address: 8488 Cobble Village Ct. Las Vegas, NV. 89117  dential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Page	2 of 10 Authorized Agent for Broker Owner
Thi	s form presented by Dane C Brooks   Valleywide Properties & Mgmt   702-254-7368   info@vegasvalleywide.com   Instanct

### 1 4. BANK ACCOUNTS

- 3 (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- **(B)** Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$\frac{-0-}{0}\$ as a reserve. Owner shall maintain the reserve stated above at all times 11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
  - (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for security deposits, cleaning, pet, and key and other deposits.

# 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- 19 (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
- **(B) Special Charges.** If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- 27 (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall 29 be retained by Broker.

# 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- 33 (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 35 including Broker's compensation.
  - (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
  - (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any monies due Owner.

Property Address: 8488 Cobble Village Ct. Las Vegas,	NV. 89117
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 3 of 10	Authorized Agent for Broker Owner Owner

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## 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the 8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

### 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease form. 16
  - (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.
  - (D) Keybox. Owner [ \_ x ] (does) -OR- [ \_ [ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- 32 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 33 appraisers; 34
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 48 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 8488 Cobble Village Ct. Las Vegas, 8	rv. 89117
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Page 4 of 10	Authorized Agent for Broker Owner Owner
	- landar

1 2 3	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
4 5 6 7 8	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
9 10 11 12 13 14	The state of the s
15	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
18 19 20	d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
21 22	OR
23 24	Owner does NOT opt out of any of the above.
25 26	12. REASONABLE MAINTENANCE AND REPAIR
30 31	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00
33 34 35	must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
41 42 43	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.
47	14. INSURANCE.
51 52 53 54	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
	perty Address: 8488 Cobble Village Ct. Las Vegas, NV. 89117
	idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®  e 5 of 10 Authorized Agent for Broker Owner Owner
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	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
2	Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
3	and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
ļ	policies.

- (B) Tenant's Insurance. Tenants \_ K (shall) -OR- \_\_\_\_ (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

# 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 27 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
  - (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

# 34 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ [BL] ] [ \_\_\_\_\_ ]
- 51 52 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

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Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10	Authorized Agent for Broker Owner BD Owner

		19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER
)	3 4 5 6 7 8 9	UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent
	11 12	and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [
	13 14	20. TERMINATION
	15 16 17 18 19 20	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$
	29 30 31 32 33 34 35 36 37 38	incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of
	40 41 42 43 44	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within a calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
	47 48 49 50	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.
		perty Address: 8488 Cobble village Ct. Las Vegas, NV. 89117 idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
		idential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®  Authorized Agent for Broker Owner Owner

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# 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 18 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

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Property Address: 8488 Cobble Village Ct. Las Vegas, NV. 89117 ©2011 Greater Las Vegas Association of REALTORS® Residential Property Management Agreement Rev. 11/11 Authorized Agent for Broker \_ Page 8 of 10

) 3		holding tax on y, foreign par wner is a non-i ten statement f	all fixed or determinable gross inco tnership or foreign corporation unle resident alien individual, fiduciary, for	me shall be required of any ss exempt under provisions oreign partnership or foreign ey. Owner(is)-OR-
8	27. ADDITIONAL TERMS:			
9	Property Manager shall noting application(s) for the vacar	_		_
10	1. Verification of Resident:	ial History	7	
11	2 Credit Check			
13	2 Trividinities of Musicania	nt (through	n pay stubs, tax return and	l or bank
14 15	4. Criminal History Check			
16	E Civil Wistows Chast (Class	rk County (	Court Filings for any Civil	. Complaints)
17	Once the background screening landlord and discuss detail:			
	in considering approval state		_	_
19 20	feedback sent in the form of	f an email	to the Landlord. Heating	and air
21	conditioning filters will be at no cost to the Landlord		by Valleywide Properties du	ring the inspection
22 Should Landlord choose to terminate this ag				
23	Landlord agrees to give wri	cten notice	s via email or certified of	mail.
24 25				
26	BROKER: Valleywide Properties	and Manageme	n <del>t</del>	
27				
28			Authentisch	
29	By:		BENTLEY EQUITIES LLC	01/27/2015
30	· · · · · · · · · · · · · · · · · · ·	Date	Mq 49181RPR 43nwO	Date
31			Printed Name: Bentley Equit	ies, LLC
32				
33 34				
35		Date	Owner Signature	Date
36		Date	_	
37			Printed Name:	<del></del>
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Instanct

# **EXHIBIT 1**

# PROPERTY INFORMATION

3	
4 5	
	Owner Name: Bentley Equities, LLC
8	Property Address: 8488 Cobble Village Ct. Las Vegas, NV. 89117
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12 13	A DAT.
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15	
16	Existing Tenant (if any):
17	
18	Name:
19	
20	Home Phone:
21	
22	Work Phone:
23 24	Acceptable Rental Rate/Month: Minimum: \$ Maximum: \$ TED
25	Acceptable Kental Kate/Worldi. Winnindin. \$ Waximum. \$ Waximum.
	Acceptable Lease Term: Minimum: Years / Maximum: 2 Years
27	1000
28	Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.)
29	
	Will smoking be permitted in the unit? Yes -OR- No 🗷
31	WENG I OF THE COUNTY OF THE CO
	Will Section 8 be considered? Yes ☐ -OR- No 🗷
33	An applicable
35	As applicable:
	CBU & Mail Box Number:
37	CDO & Mail Box Mailber.
38	Parking Space Number:
39	
40	Gate Code:
41	
	Alarm Code:
43	

Property Address: 8488 Cobble Village Ct. Las Vegas, NV. 89117 ©2011 Greater Las Vegas Association of REALTORS® Residential Property Management Agreement Rev. 11/11 Page 10 of 10 Authorized Agent for Broker \_\_\_\_\_ Owner \_\_\_\_ Owner \_

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Instan©t forms



# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

6747 Segura Dr. Las Vegas, NV. 89103
(Property Address)

1	This PROPERTY MANAGEMENT AGREEMENT (	"Agreemen	t"), entered	into this	27th	day of
2			Bentley	Equities, I	LLC	1.2
3				erty described l		
4	Valleywide Properties and Managemen	it	("B	roker"), by and	I through its a	uthorized
5	(Company Name)					
6	agent Dane Brooks	("Age	nt") who is	duly licensed to	o manage the	Property.
7	In consideration of the mutual terms of this Agreement th	e parties ag	ree as follo	ws:		
8						
9		orts necessa	ry or provi	ded for under th	his Agreemen	it shall be
10	in writing and shall be addressed as follows:					
11						
	TO OWNER:	TO BRO	KER:			
13	Name and a second secon					
	Name: Bentley Equities, LLC			leywide Prope		anagement
	Address: 4625 W. Nevso Dr. #2 and #3	_ Address:		tainbow Blvd.		
16	Las Vegas NV 89103			Las Vegas	MA	89146
	Phone: 702-806-6320	_ Phone:		702-806		
	Fax: 702-583-7994	_ Fax:		702-254		
	Email: chiocchetti.usa@gmail.com	_ Email:		lane@vegasval	leywide.com	1
20	All medians shall be found as smalled and any to smaller	21 - 3-7 - 43			6.1 1	
22	All notices shall be faxed or emailed <u>and</u> sent by regular faxed and mailed (whichever is later).	mail. Noti	ices snaii b	effective as o	t the date the	notice is
23	raxed and maned (winchever is fater).					
	2. EMPLOYMENT OF MANAGING BROKER					
25	2. EMILOTMENT OF MANAGING DRUKER					
26	(A) Employment and Acceptance. Owner employs	Broker or	the cole av	olugius Agamt	of Ouman to	lanna and
27		blukei as	the sole ex	ciusive Agent (	or Owner to	rease and
	conditions provided herein. Broker accepts the employm	ent and cha	all furnish t	ning a tenant)	, upon uie i	ernis and
29	management of the Property. Owner shall pay all of the	evnencec i	n connecti	on with this car	ne organizam	on for the
30	Owner understands and agrees that Broker's services wil	l he perfor	med through	h one or more	authorized ac	tente and
31	any reference to Broker in this Agreement includes such a	uthorized a	nea unoug	one of more	authorized ag	;cins, and
32	any reserved to broker in this right month the tades such to	idinonized d	gom.s.			
33	(B) Relationship of Broker to Owner. The relation	ishin of th	ne narties i	n this Agreer	nent shall b	e that of
34	principal and agent, and all duties to be performed by Br	roker under	this Agree	ment shall he c	on behalf of (	Owner in
35	Owner's name and for Owner's account. In taking any a	ction under	this Agree	ment. Broker	shall be actin	o only as
	agent for Owner, and nothing in this Agreement shall b	e construe	d as creatin	g a partnershir	n ioint ventu	re or anv
37	other relationship between the parties or as requiring Bro	ker to bear	any portion	of losses arisin	ng out of or c	connected
38	with the ownership or operation of the Property. Broker	shall not at	any time di	aring the period	l of this Agre	ement be
39	considered a direct employee of Owner. Neither party s	hall have tl	ne power to	bind or obliga	ite the other	except as
40	expressly set forth in this Agreement, except that Broker	is authoriz	ed to act w	ith such additi-	onal power a	s may be
41	necessary to carry out the spirit and intent of this Agreem	ent. Broke	r, under this	s Agreement, sh	hall not be res	sponsible
42	for delays in the performance of any obligation unless the	re is an inte	entional del	ay caused by B	roker or its a	ents and
	employees.				·	
44						
45	(C) Description of the Property. The Property to b	oe managed	l under this	Agreement is	commonly k	known as
46		_, APN	163-	14-811-087	, as m	iore fully
47	described on Exhibit 1 attached hereto.					
	perty Address: 6747 Segura Dr. Las Vegas, NV. 89	L03				
	dential Property Management Agreement Rev. 11/11		©2011 Gro	eater Las Vegas As		ALTORS®
Page	e 1 of 10 A	uthorized Ag	ent for Broker	Owner	BE Owne	:r
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Thi	s form presented by Dane C Brooks   Valleywide Properties & Mgmt	702-254-7	368   info@ve	gasvalleywide.co	n Ins	stangt ms

1 (D) Term. The term of this Agreement shall be for an initial period of years (the "initial term") 2 beginning on
6 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under 7 this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall 8 pay Broker as follows:
10 (A) Management Services. Broker shall be paid the greater of \$ 79.00 per month or 11
14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing 15 fee as follows: \$ OR % of the first month's rent -OR % of the 16 annual rent.
18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a 19 one time, non-refundable fee of \$ 20
21 <b>(D) Referral Commission.</b> Owner also authorizes payment of an MLS referral commission to the referring 22 broker not to exceed \$
25 (E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR - 26 % of the monthly rent - OR % of the annual scheduled rent.  27
28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. 29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion. 30
(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
37 - OR - 38 Owner shall list the Property with Broker for a fee of %, subject to a separate listing agreement.
39 Owner Initials [ [BF] ] []
41 <b>(H) Interest on Unpaid Sums.</b> Any sums due Broker under the terms of this Agreement, and not paid within 42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum. 43
44 (I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all 45 necessary or requested tasks not considered normal management duties. 46
47 <b>(J) Termination Fees.</b> Additional fees may be due upon Termination of this Agreement pursuant to Section 20 48 herein.
(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
Property Address: 6747 Segura Dr. Las Vegas, NV. 89103  Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Authorized Agent for Broker Owner
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# 1 4. BANK ACCOUNTS

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- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

# 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- 19 (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

# 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation. 35
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
  - (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable. Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- 7 (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property. 10

#### 9. LEASING AND RENTING 12

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 14 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 15 Property Trust Account. Leases are to be written on Broker's standard lease form. 16 17
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
  - (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.
  - (D) Keybox. Owner [ x ] (does) -OR- [ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified appraisers: 34
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 41 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 43 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 45 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers. 47
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 6747 Segura Dr. Las Vegas, NV.	89103
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Page 4 of 10	Authorized Agent for Broker Owner Owner
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42	charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective
41	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility
-	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
28 29 30 31 32 33 34 35	services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
25 26 27	12. REASONABLE MAINTENANCE AND REPAIR
23 24	
18 19 20 21 22	request of the owner).
14 15 16 17	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed or
9 10 11 12 13	b. I/we have advised the Broker that I/we <b>DO NOT</b> want the <b>address</b> of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
	the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)

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

- (B) Tenant's Insurance. Tenants x (shall) -OR-\_\_\_\_ (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 9 10 incurred or occurring in, on or about the Property.
- 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 12 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 13 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where 18 Owner's funds are deposited.

## 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
  - (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

### 34 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 37 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 43 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ BE \_][\_
- (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 52 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

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2 3 4 5 6 7 8	Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.
13	20. TERMINATION J
14 15 16 17 18 19 20 21 22 23 24 25 26 27	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner
31 32 33 34 35 36 37 38 39 40 41 42 43 44 45	Example 2 the Property is leased, and within the Property is leased, and within the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
48 49	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if
	operty Address: 6747 Segura Dr. Las Vegas, NV. 89103  Sidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Re	sidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®

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### 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a 22 court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

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2.6. FOREIGN INVESTMENTS IN REAL PROPERTY TAX (FIRTTA). Pursuant to the Internal Revenue's Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of a non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or for corporation, Broker will require a written statement from either a CPA or U.S. Tax Attorney. Owner (is)  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.  **X** (credit Check  **S** (credit Check  **S** (credit C				
1. Verification of Residential History  2. Credit Check  3. Verification of Employment (through pay stubs, tax return and or bank statements)  4. Criminal History Check  5. Civil History Check (Clark County Court Filings for any Civil Complaints)  7. Once the background screening has been completed, the Property Manager shall not landlord and discuss details and findings. Landlord shall take an active positi in considering approval status of applicant as provided by Fair Housin Laws.  19. All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  22. Should Landlord choose to terminate this agraement, there shall be no fee assess Landlord agrees to give written notice via small or certified US Mail.  24. Should Landlord choose to terminate this agraement, there shall be no fee assess Landlord agrees to give written notice via small or certified US Mail.  26. BROKER: valleywide Properties and Management  27. (Company Name)  28. By:  29. Bentley Equities, LLC  29. OwnerSignature  20. Date  21. Printed Name: Bentley Equities, LLC  20. Date  21. Date  22. Printed Name: Bentley Equities, LLC  23. Broker  24. Date  25. Date  26. Date  27. Date  28. Date  29. Date  29. Date  20. OwnerSignature  20. Date  2	2 3 4 5 6 7 8	Section 1441, the deduction of a withholding tax on non-resident alien individual, fiduciary, foreign par provided under said IRS Section. If Owner is a non-corporation, Broker will require a written statement for the work of the work	a all fixed or determinable gross incorrenceship or foreign corporation unless resident alien individual, fiduciary, for from either a CPA or U.S. Tax Attorned ciary, foreign partnership or foreign color within 1 business day of	ne shall be required of any s exempt under provisions reign partnership or foreign by. Owner(is)-OR-orporation.
2. Credit Check  3. Verification of Employment (through pay stubs, tax return and or bank statements)  4. Criminal History Check  5. Civil History Check (Clark County Court Filings for any Civil Complaints)  7. Once the background screening has been completed, the Property Manager shall not landlord and discuss details and findings. Landlord shall take an active positi in considering approval status of applicant as provided by Fair lousing Laws.  8. All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  8. Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  8. Broker:	10			consist of:
3. Verification of Employment (through pay stubs, tax return and or bank statements)  4. Criminal History Check  5. Civil History Check (Clark County Court Filings for any Civil Complaints)  Once the background screening has been completed, the Property Manager shall not landlord and discuss details and findings. Landlord shall take an active positi in considering approval status of applicant as provided by Fair Housing Laws.  19 All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  22 Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  24 BROKER: Valleywide Properties and Management  26 BROKER: Valleywide Properties and Management  27 (Company Name)  28 By: Sentley Equities, LLC O1/28/2015  Owner Signature Date  Owner Signature Date  Date  Printed Name: Bentley Equities, LLC  Date  Printed Name: Date  Printed Name: County Management Agreement Rev. 11/11  28 Owner Signature Date  Printed Name: County Management Agreement Rev. 11/11  29 Owner Signature Date  Owner Signature Date  Printed Name: County Management Agreement Rev. 11/11  20 Owner Signature Date  Printed Name: County Management Agreement Rev. 11/11  Output Date  Output			ı	65
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4. Criminal History Check  5. Civil History Check (Clark County Court Filings for any Civil Complaints)  17 Once the background screening has been completed, the Property Manager shall not landlord and discuss details and findings. Landlord shall take an active positic in considering approval status of applicant as provided by Fair Housing Laws.  19 All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  22 Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  24 BROKER: Valleywide Properties and Management  28 Broker: Valleywide Properties and Management  29 By: Sender Faudies LLC 01/28/2015  30 Authorized Agent for Broker Date OwnerSignature Date  31 Dane Brooks Printed Name: Bentley Equities, LLC  33 Broker Date Owner Signature Date  34 By: Date Printed Name: Date  35 Broker Date Owner Signature Date  36 Dane Brooks Printed Name: County			h pay stubs, tax return and	or bank
Once the background screening has been completed, the Property Manager shall not landlord and discuss details and findings. Landlord shall take an active positi in considering approval status of applicant as provided by Fair Housing Laws.  All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning fitters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  BROKER:		4. Criminal History Check		
Inditord and discuss details and findings. Landlord shall take an active position considering approval status of applicant as provided by Fair Housing Laws.    In properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.    Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.    Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.    Authenties   Seculor Feducio, UL	16	5. Civil History Check (Clark County	Court Filings for any Civil	Complaints)
18 in considering approval status of applicant as provided by Fair Housing Laws.  19 All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  22 Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  24 ENROKER: Valleywide Properties and Management (Company Name)  28 By:  29 By:  30 Authorized Agent for Broker Date OwnerSignature Printed Name: Bentley Equities, LLC  31 Dane Brooks  32 Printed Name: Date  33 Broker Date Owner Signature Date  34 By:  35 Broker Date Owner Signature Date  46 Dane Brooks  47 Printed Name: Coll Greater Las Vegas Association of REALTO  48 Property Address: 6747 Segura Dr. Las Vegas, NV. 89103  49 Residential Property Management Agreement Rev. 11/11  40 C2011 Greater Las Vegas Association of REALTO  40 C2011 Greater Las Vegas Association of REALTO	17	Once the background screening has bee	n completed, the Property M	anager shall notify
Feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.    22	18			
conditioning filters will be changed by Valleywide Properties during the inspect at no cost to the Landlord or Tenant.  Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  BROKER: Valleywide Properties and Management  (Company Name)  By:  Authorized Agent for Broker  Date  Dane Brooks  By:  Date  Printed Name: Bentley Equities, LLC  Owner Signature  Date  Date  Dane Brooks  Printed Name:  Date  Printed Name:  Printed Name:  Date  Date  Date  Date  Printed Name:  Date  Date  Printed Name:  Date	19			
22 Should Landlord choose to terminate this agreement, there shall be no fee assess Landlord agrees to give written notice via email or certified US Mail.  24 25 26 BROKER: Valleywide Properties and Management 27 (Company Name)  Bentley Equities, LLC  30 Authorized Agent for Broker Date 31 Dane Brooks  By:  32 Dane Brooks  By:  33 Date  Printed Name: Bentley Equities, LLC  34 By:  35 Broker Date  Cowner Signature Date  Printed Name:  Date  Date  Printed Name:  Date  Date  Printed Name:  Date  Date  Printed Name:  Date  Date  Date  Date  Date  Printed Name:  Date  Printed Name:  Date  Dat		conditioning filters will be changed	by Valleywide Properties du	
23 Landlord agrees to give written notice via email or certified US Mail.  24 25 26 BROKER:	21	at no cost to the Landlord or Tenant.		
25 26 BROKER: Valleywide Properties and Management 27 (Company Name)  28 By: Bentley Equities, LLC 01/28/2015  30 Authorized Agent for Broker Date 31 Dane Brooks  32 Printed Name: Bentley Equities, LLC  33 By: Date Owner Signature Date 36 Dane Brooks  37 Printed Name: Printed Name:  38 Printed Name: Management Agreement Rev. 11/11  42 Property Address: 6747 Segura Dr. Las Vegas, NV. 89103  Residential Property Management Agreement Rev. 11/11  42 © 2011 Greater Las Vegas Association of REALTO	22			
26 BROKER:	23	Landiord agrees to give written motic	e via email of certified of	MGII.
BROKER:				
Company Name   Com				
28 29 By:			ant	
Bentley Equities, ILC 01/28/2015  Authorized Agent for Broker Date OwnerSignature Printed Name: Bentley Equities, LLC  Broker Date Owner Signature Date Printed Name: Date Printed Name: Date  Date Printed Name: Date Owner Signature Date  Printed Name: Date Printed Name: Date  Printed Name: Date Printed Name: Date  Printed Name: Date P		(Company value)	Authentisch	
Printed Name: Bentley Equities, LLC	29			
32 33 34 By: 35 Broker Date Owner Signature Date 36 Dane Brooks Printed Name:  37 38 39 40 41 42 43 44 45 Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTO			•	
33			Printed Name: Bentley Equit	ies, LLC
34 By:				
36   Dane   Brooks   Printed Name:				
37 38 39 40 41 42 43 44 45  Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 Residential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTO			_	
38 39 40 41 42 43 44 45  Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 Residential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTO			Printed Name:	
39 40 41 42 43 44 45  Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 Residential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTO				
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44 45 Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTO				
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	127	nerty Address: 6747 Segura Dr. Las Vegas. NV.	89103	
100			©2011 Greater Las Ve	

Instan©t forms

40 Gate Code:

42 Alarm Code:

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# **EXHIBIT 1** 2 3 PROPERTY INFORMATION 6 Owner Name: Bentley Equities, LLC 8 Property Address: 6747 Segura Dr. Las Vegas, NV. 89103 10 11 12 13 APN: \_\_\_\_\_\_\_ 163-14-811-087 14 15 16 Existing Tenant (if any): 17 18 Name: 19 20 Home Phone: 21 22 Work Phone: \_\_\_\_\_ 23 24 Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_\_ Maximum: \$ \_\_\_\_\_ TBD 25 Minimum: 1 Years / Maximum: 2 Years 26 Acceptable Lease Term: 27 28 Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.) 29 30 Will smoking be permitted in the unit? Yes -OR- No 🗷 31 32 Will Section 8 be considered? Yes \_\_\_\_-OR- No 🗷 33 34 As applicable: 35 36 CBU & Mail Box Number: 37 38 Parking Space Number: \_\_\_\_\_ 39

Property Address: 6747 Segura Dr. Las Vegas, NV.	89103
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 10 of 10	Authorized Agent for Broker Owner Owner
	1 - 1



# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

8805 Jeffreys #2111 Las Vegas, NV. 89123 (Property Address)

					(1 topetty	riddiessy				
I 2				SEMENT AGE  5_, by and be			"), entered into this		77th	_ day of
3				<u> </u>			of the property des		v ("Proper	rty") and
4		Val:	leywide	Properties as	nd Managemer		("Broker"),			
5				(Company Name		-	,	•		
6	agent _		Dan	e Brooks		("Age:	nt") who is duly lice	ensed to ma	nage the F	roperty.
7	In consi	deration of th	e mutual	terms of this	Agreement th	ne parties ag	ree as follows:			
9	1. NOT	TICES. Anv	notices, o	lemands, cons	ents and ren	orts necessa	ry or provided for u	inder this A	greement	shall be
-				ed as follows:		0.10 110000	ry or provided for t		6 comon	SHAII DC
11		6								
12	TO OW	NER:				TO BROI	ζ <b>F</b> β·			
13						10 BRO	XLIV,			
14	Name:		entley	Equities, I	TG	_ Company	Name: Valleywide	Propertie	s and Mar	agement
15	Address:	4625 W.	Nevso D	r. #2 and #3			2660 S. Rainbow			
16		L	as Vega	<b>s</b> 1	W 89103	_	Las Ve	<b>Jas</b>	NV	89146
17	Phone:		702	-806-6320		Phone:	7	02-254-736	8	
18	Fax:		702	-583-7994		Fax:	7	02-254-737	3	
19	Email:	ch:	Locchett	i.usa@gmail	.COM	Email:	danefve	gasvalleyw	ide.com	
20										
22		ces shall be fand and mailed (wh			nt by regula	r mail. Noti	ces shall be effecti	ve as of the	date the	notice is
23										
	2. EMI	PLOYMENT	OF MA	NAGING BR	OKER					
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26							the sole exclusive			
27							se and securing a			
28							ll furnish the service			
29							n connection with			
							ned through one or	more author	orized age	ents, and
31	any refe	rence to Brok	er in this	Agreement in	cludes such	authorized a	gents.			
32	(T)	D-1-421-2-	cnı		TTI11					.1
33							e parties to this			
34	principa	ii and agent, a	ina aii ai	lues to be per	tormed by B	roker under	this Agreement sh	all be on be	nair of O	wner, in
35							this Agreement, E			
							any portion of loss			
							any time during the			
39	consider	red a direct e	molovee	of Owner N	either narty	shall have tl	ne power to bind of	r obligate th	illa Agree ie other e	veent as
							ed to act with such			
							r, under this Agree			
							entional delay cause			
	employe							, c o j = lone	. 0	
44										
45	(C)	Description	of the P	roperty. The	Property to	be managed	under this Agreer	ment is con	imonly kr	nown as
46		_		Vegas, NV.			177-14-811-			
47		d on Exhibit								-
Pro	perty Add	ress: 8805	Jeffrey	s #2111 Las '	egas, NV.	89123				
		perty Manageme					©2011 Greater Las	Vegas Associa	tion of REA	LTORS®
	e 1 of 10		_			Authorized Ag	ent for Broker		_	
Thi	s form pre	sented by Dane	C Brooks	Valleywide Pro	operties & Mgm	t   702-254-7	368   info@vegasvalle	ywide.com	Ins.	tan@t ms

2 beginning on _ 3 terminated as j 4 year each, unle 5	The term of this Agreement shall be for January 27th, 2015 and en provided in Section 20 herein, the Agreess either party gives the other 30 days wr	ding January ement will renew annuall itten notice of non-renewa	27th, 2015 . Ut y for successive periods il.	of one (1)
	COMPENSATION AND EXPENSES. t (and exclusive of reimbursement of the follows:			
	<b>Igement Services.</b> Broker shall be paid the word of the monthly gross collected rent shall be prorated.			
	ng Fee. For the procurement of a Tenant  S -0 OR0			
18 (C) Set-U 19 one time, non- 20	p Fee. For entering the Property into Be refundable fee of \$	•		
<ul><li>broker not to e</li><li>to any real esta</li></ul>	xceed \$ 250.00 . Ow the Broker (including Broker's leasing states).	oner understands and agree off) who brings a qualified	es that such commission tenant that results in a sign	will be paid gned lease.
26 %	e Renewals. For Lease renewals, Broker's of the monthly rent - OR	6 of the annual scheduled	rent.	
29 Unless specifie 30	ed by Owner, Owner agrees that advertising Commission. If, within the term of the	ng (including choice of mo	edia) is in the Broker's di	scretion.
32 after termination 33 be deemed the 34 If, within the to 35 (Select one):	on, a tenant shall enter into a purchase ag procuring cause of the sale, and Owner s erm of this Agreement (including any rer	reement or lease/option to hall pay Broker a fee of _newals), Owner shall decide	purchase the Property, B	roker shall elling price.
36 <u>x</u> Owne	er may list the Property with a Broker of h	nis/her choosing;		
	r shall list the Property with Broker for a		bject to a separate listing	agreement.
	est on Unpaid Sums. Any sums due Brouch sums have become due, shall bear into			paid within
45 necessary or re	equested tasks not considered normal man	nagement duties.	r hour shall be paid to Br	
48 herein. 49	ination Fees. Additional fees may be du			
51 payable hereur	ction Fees. In the event that Broker in der, Owner shall pay, in addition to the anney's fees incurred by Broker in connection	amounts due and payable	ander this Agreement, all	
	8805 Jeffreys #2111 Las Vegas, MV.		tter Las Vegas Association of l	REALTORS®
Page 2 of 10	anagement Agreement Nev. 11/11	Authorized Agent for Broker		vner
This form presented	by Dane C Brooks   Valleywide Properties & M	gmt   702-254-7368   info@veg	asvalleywide.com	nstan©t forms

# 1 4. BANK ACCOUNTS

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- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times -0-11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

# 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

### 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 34 including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
  - (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 8805 Jeffreys #2111 Las Vegas, NV.	89123
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 3 of 10	Authorized Agent for Broker Owner Owner



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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
  - (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

## 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.
  - (D) **Keybox.** Owner [ <u>×</u> ] (does) -OR- [ \_ [ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 33 appraisers; 34
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 48 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 8805 Jeffreys #2111 Las Vegas, MV.	89123
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 4 of 10	Authorized Agent for Broker Owner Owner
This form presented by Dane C Brooks   Valleywide Properties & Home	

	e 5 of 10 Authorized Agent for Broker Owner BE Owner
	perty Address: 8805 Jeffreys #2111 Las Vegas, NV. 89123  Idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
	force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
	than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in
	Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less
51 52	operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the
	liability for loss, damage or injury to property or persons which might arise out of the occupancy, management,
49	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against
48	
	14. INSURANCE.
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	this Agreement.
	utility companies and service providers and make changes to services as Broker deems necessary during the term of
	electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective
	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prodent for the operation of the Property. All utility
40	12 LIEVE VELEC AND CERNICOC O
39	responsibility to maintain all smoke detectors.
	condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's
36 37	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working
	Broker at Owner's expense without prior approval.
	danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by
33	preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid
32	must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the
	lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$100.00
	in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with
28	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property
27	
26	12. REASONABLE MAINTENANCE AND REPAIR
25	Owner does 1401 opt out of any of the above.
23 24	Owner does NOT opt out of any of the above.
22	—OR—
21	
20	request of the owner).
	value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the
17 18	dI/we have advised the Broker that I/we DO NOT want an automated estimate of
	linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
15	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed or
14	THE LIBRARY OF THE PART IN
	the MLS at (702) 732-3154.)
11 12	to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to
10	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property
9	
8	732-3154.)
6 7	consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)
5	the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that
4	a I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on
3	tonowing by initiating the appropriate space(s) below.
2	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:

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1	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
2	Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
3	and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
4	policies.
5	

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

# 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
  - (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

## 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ BE] [
- 52 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address:	8805	Jeffreys	#2111	Las	Vegas,	NV.	89123	
Residential Property	Managem	ent Agreeme	nt Rev. 1	11/11			©2011 Greater Las Vegas Association of REAL	TORS®
Page 6 of 10							Authorized Agent for Broker Owner Owner	

2 3 4 5 6 7 8 9 10 11 12	19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [
14	bu i bitimiti i i i i i i i i i i i i i i i i
15 16 17 18 19 20 21 22 23 24 25 26 27	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$
28	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the
31 32 33 34 35 36 37 38	obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$\frac{-0-}{0R-}-0-
40 41 42 43 44 45	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section
49	contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if
	perty Address: 8805 Jeffreys #2111 Las Vegas, NV. 89123
	sidential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®  Authorized Agent for Broker Owner
Pac	re 7 of 10 Authorized Agent for Broker Owner Owner

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# 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- 15 (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or 16 interpretation of any provision of this Agreement. 17
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained. 27
  - 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 8805 Jeffreys #2111 Las Vegas, NV. Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Page 8 of 10 Authorized Agent for Broker \_



2 3	26. FOREIGN INVESTMENTS IN RESection 1441, the deduction of a withhole non-resident alien individual, fiduciary, provided under said IRS Section. If Own corporation, Broker will require a written (is not) a non-resident alien individual.	ding tax on al foreign partner er is a non-res statement from	Il fixed or determinable gross incorership or foreign corporation unlestident alien individual, fiduciary, for meither a CPA or U.S. Tax Attornet	me shall be required of any ss exempt under provisions reign partnership or foreign by. Owner(is)-OR-
8	27. ADDITIONAL TERMS:			
9	Property Manager shall notify application(s) for the vacant			
10 11	1. Verification of Residential	l History		
12	2. Credit Check			
13	3. Verification of Employment statements)	(through	pay stubs, tax return and	or bank
14	·			
15 16	5. Civil History Check (Clark	County Co	urt Filings for any Civil	Complaints)
17	Once the background screening landlord and discuss details	and findin	gs. Landlord shall take	an active position
18	in considering approval status All properties are inspected :	100 m	- <del>-</del>	-
20	Sandback cost in the form of .	an email t changed by	o the Landlord. Heating	and air
22 23 24 25	Landlord agrees to give writte			
26	BROKER: Valleywide Properties and	d Management		
27	(Company Name)		— Authentiscs	
28				04/09/0045
29	By:	D. c.	Bentley Equities, LLC Owner Signature PM	01/28/2015
30 31	Authorized Agent for Broker  Dane Brooks	Date	-	Date
32 33 34			Printed Name: Bentley Equit	les, LLC
35	Broker	Date	Owner Signature	Date
36	Dane Brooks		Printed Name:	
37				
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39 40				
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	perty Address: 8805 Jeffreys #2111 La			
	sidential Property Management Agreement Rev. 11/1	1		gas Association of REALTORS®
Pag	ge 9 of 10		Authorized Agent for Broker O	wner   BE  Owner

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# EXHIBIT 1

# PROPERTY INFORMATION

4		
5		
6	Owner Name: Bentley Equities, LLC	
- 1		
	Property Address: 8805 Jeffreys #2111 Las Vegas, NV. 89123	
9		
10 11		
12		
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15		
16	Existing Tenant (if any):	
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18	Tautio,	
19 20		
21	Home I home.	
22		
23	WOIK I HOHE.	—
24		
25		
26	10	ars
27 28		
29	The first term of the contract	ai.
	Will smoking be permitted in the unit? Yes -OR- No -	
31	or notice of permitted in the diffe. Test of the least of	
	Will Section 8 be considered? Yes -OR- No 🗷	
33		
34		
35 36		
37	CBU & Mail Box Number:	
38	Parking Space Number:	
39		
40	Gate Code:	
41		
	Alarm Code:	
43		

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# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

2561 New Morning Ave. Henderson, NV. 89052
(Property Address)

1	This PROPERTY MANAGEMENT AGREEMENT ("A	Agreemen			27th	day of
- 2			Bentley E	quities, LI	<u>,c</u>	
3			of the property			
4	Valleywide Properties and Management		(_Broi	ker"), by and f	ihrough its a	uthorized
2	(Company Name)	/II A	.05 1 1 1 1			
6	agent Dane Brooks	("Age	nt") who is dul	ly licensed to	manage the	Property.
7	In consideration of the mutual terms of this Agreement the	parties ag	ree as follows:			
8	1 NORTHER A		., ,			
9		ts necessa	ry or provided	for under thi	s Agreemen	it shall be
10	in writing and shall be addressed as follows:					
11						
12	TO OWNER:	TO BRO	KER:			
13		_				
	Name: Bentley Equities, LLC		Name: _Valle			inagement
_	Address: 4625 W. Nevso Dr.#2 and #3	Address:	2660 S. Rai		#A-101	
16	Las Vegas NV 89103		La	s Vegas	NV	89146
17	Phone: 702-806-6320	Phone:		702-254-	7368	
18	Fax: 702-583-7994	Fax:		702-254-	7373	
19	Email: chiocchetti.usa@gmail.com	Email:	dan	e@vegasva11	eywide.com	1
20				•		
21	All notices shall be faxed or emailed and sent by regular r	nail. Not	ices shall be e	ffective as of	the date the	notice is
22						
23	(1					
24	2. EMPLOYMENT OF MANAGING BROKER					
25	2. Line Dolling of Millimodius Broken					
26	(A) Employment and Acceptance. Owner employs I	Proker ac	the cole evolu	riva Aganta	f Owner to	loose and
27	manage the Property (which includes listing the Propert					
28	conditions provided herein. Broker accepts the employme					
29	management of the Property. Owner shall pay all of the					
	Owner understands and agrees that Broker's services will			one or more a	uthorized ag	gents, and
31	any reference to Broker in this Agreement includes such au	thorized a	igents.			
32			_			
33	(B) Relationship of Broker to Owner. The relations					
34						
35						
	agent for Owner, and nothing in this Agreement shall be					
	other relationship between the parties or as requiring Brok					
38	with the ownership or operation of the Property. Broker sh	nall not at	any time duris	ng the period	of this Agre	ement be
39	considered a direct employee of Owner. Neither party sh	all have t	he power to b	ind or obligat	e the other	except as
40	expressly set forth in this Agreement, except that Broker is	is authori:	zed to act with	such additio	nal power a	s may be
	necessary to carry out the spirit and intent of this Agreeme					
	for delays in the performance of any obligation unless there					
	employees.					5000-
44						
45	(C) Description of the Property. The Property to be	manage	d under this A	greement is	commonty 1	known as
46		APN		-214-011		nore fully
47			170-31		, , a., 11	
	· / — — — — — — — — — — — — — — — — — —	9052	@2011.0			
	idential Property Management Agreement Rev. 11/11			r Las Vegas Ass		
rag	c 1 of 10 Au	unorized Ag	ent for Broker	Owner _	BE Owne	т
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7 8	(D) Term. The term of this Agreement shall be for an initial period of 1 years (the "initial term") beginning on 3 years (the "initial term") and ending 3 years (the "initial term") beginning on 3 years (the "initial term") and ending 3 years (the "initial term")
9 10 11 12	(A) Management Services. Broker shall be paid the greater of \$
13 14 15 16 17	(B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee as follows: \$ OR W of the first month's rent -OR W of the annual rent.
18 19 20	(C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a one time, non-refundable fee of \$
21 22 23 24	(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring broker not to exceed \$
25 26	(E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR - OR % of the monthly rent - OR % of the annual scheduled rent.
27 28 29 30	(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.
31 32 33 34	(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
36	<ul> <li>X Owner may list the Property with a Broker of his/her choosing;</li> <li>OR -</li> </ul>
38 39 40	Owner shall list the Property with Broker for a fee of
41 42 43	(H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
44 45 46	(I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.
47 48 49	(J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 herein.
50 51	(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
	perty Address: 2561 New Morning Ave. Henderson, NV. 89052
	dential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®  2 of 10  Authorized Agent for Broker Owner Owner
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## 1 4. BANK ACCOUNTS

- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to as a reserve. Owner shall maintain the reserve stated above at all times 10 Broker the sum of \$ -0-11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

## 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall 29 be retained by Broker.

## 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the 40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 2561 New Morning Ave. Hendarson, NV.	89052
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Page 3 of 10	Authorized Agent for Broker Owner Owner
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## 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
  - (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

## 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve 21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
  - (D) Keybox. Owner [ \_\_x\_\_ ] (does) -OR- [ \_\_ \_\_] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers. 48
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 2561 New Morning Ave. Henderson, M	V. 89052
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Page 4 of 10	Authorized Agent for Broker Owner BT Owner
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	ge 5 of 10  Authorized Agent for Broker Owner BE Owner
	operty Address: 2561 New Horning Ave. Henderson, NV. 89052 sidential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
	force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
54	than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in
52 53	expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less
51	operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's
50	liability for loss, damage or injury to property or persons which might arise out of the occupancy, management,
49	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against
47 48	14. INSURANCE.
46	
	this Agreement.
43	and the state of t
42	electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective
41	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for
40	
	responsibility to maintain all smoke detectors.
37	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's
36	
	Broker at Owner's expense without prior approval.
34	danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by
32	must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid
31	lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00
30	in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with
29	services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property
27 28	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted
26	12. REASONABLE MAINTENANCE AND REPAIR
25	
23 24	Owner does NOT opt out of any of the above.
22	_OR_
21	
19 20	value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
18	d I/we have advised the Broker that I/we DO NOT want an automated estimate of
17	mined to the fisted reoperty (the site operator may indicate that the reache was disabled at the request of the owner).
15	c. I/we have advised the Broker that I/we <b>DO NOT</b> want a <b>commentary section</b> displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
14	
12 13	the MLS at (702) 732-3154.)
11	to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to
10	b I/we have advised the Broker that I/we DO NOT want the address of the listed Property
8 9	732-3154.)
7	response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)
6	consumers who conduct searches for listings on the Internet will not see information about the listed property in
4	a I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that
3	
2	following by initialing the appropriate space(s) below:
1	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the

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

- (B) Tenant's Insurance. Tenants  $\kappa$  (shall) -OR-\_\_\_\_ (shall not) be required to obtain renter's insurance.
- 8 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

## 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

## 18. REPRESENTATIONS

50 Owner Initials [ BE ] [ \_

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.
- 52 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or 54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: 2561 New Morning Ave. Henderson, NV.	89052
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10	Authorized Agent for Broker Owner Owner

5	RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Brok assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understandir or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&R Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subseque and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [
15 16 17 18 19 20 21 22 23 24 25 26 27 28	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owned directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker transfer fee of \$\frac{-0-}{1000}\$. This Agreement may be terminated by Broker before the termination day specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of an expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$\frac{-0-}{1000}\$.
29 30 31 32 33 34 35 36 37	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withholf funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of the Owner.  -ooooooooo
40 41 42 43 44 45	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owne terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within N/A calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiation or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Sectio 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with anothe licensed real estate Broker after termination of this Agreement.
49 50	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the partie contained herein shall survive the termination of this Agreement. All provisions of this Agreement that requir Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker become involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as it this Agreement were still in effect.
	perty Address: 2561 New Morning Ave. Henderson, NV. 89052
	dential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® 7 of 10 Authorized Agent for Broker Owner Owner

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## 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association 11 of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 2561 New Morning Ave. Henderson, NV. ©2011 Greater Las Vegas Association of REALTORS® Residential Property Management Agreement Rev. 11/11 Page 8 of 10 Authorized Agent for Broker

2 4	5 (is not) a non-resident alien individual, fiduci	all fixed or determinable gross incomnership or foreign corporation unless sident alien individual, fiduciary, foreom either a CPA or U.S. Tax Attorney	e shall be required of any exempt under provisions eign partnership or foreign . Owner(is)-OR-		
ç	application(s) for the vacant property				
10 11	1. Verification of Residential History				
12	2 Credit Check				
13	statements)	pay stubs, tax return and	or bank		
14	4. Criminal History Check				
10	E Civil Bistows Chook (Clark County C	ourt Filings for any Civil	Complaints)		
•	Once the background screening has been landlord and discuss details and find: in considering approval status of appl.	ngs. Landlord shall take a	n active position		
20	All properties are inspected inside and out once every 90-Days with written feedback sent in the form of an email to the Landlord. Heating and air conditioning filters will be changed by Valleywide Properties during the inspection at no cost to the Landlord or Tenant.				
22 22 24 25	Landlord agrees to give written notice				
20		<u>t</u>			
2	• •	— Authentisson			
29		Bentley Equities, LLC	01/28/2015		
3(		Owner Signatures PM	Date		
3: 3: 3: 3:	1 Dane Brooks 2 3	Printed Name: Bentley Equiti	es, LLC		
3:	Broker Date Dane Brooks	Owner Signature Printed Name:	Date		
3! 3! 4! 4: 4: 4: 4: 4:	8 9 0 1 2 3 4				
Pi	roperty Address: 2561 New Morning Ave. Henderson, N				
R	esidential Property Management Agreement Rev. 11/11	©2011 Greater Las Vega	as Association of REALTORS®		
Pa	nge 9 of 10	Authorized Agent for Broker Ow	THE OWNER		

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# EXHIBIT 1 PROPERTY INFORMATION

4	
5	Owner Marray
7	Owner Name: Bentley Equities, LLC
8	Property Address: 2561 New Morning Ave. Henderson, NV. 89052
10	
11	
12	
13	APN:
14	
15	
16 17	
18	1 valie.
19	
20	Home Phone:
21	
22	Work Phone:
23 24 25	Acceptable Rental Rate/Month: Minimum: \$ Maximum: \$ TBD
	Acceptable Lease Term: Minimum: 1 Years / Maximum: 2 Years
	Will pets be considered? Yes  -OR- No (If yes, Tenant must complete Application for Pet Approval.)
	Will smoking be permitted in the unit? Yes -OR- No 🗷
32 33	Will Section 8 be considered? Yes -OR- No 🗷
	As applicable:
36 37	CBU & Mail Box Number:
38 39	Parking Space Number:
40 41	Gate Code:
42 43	Alarm Code:

Property Address: 2561 New Morning Ave. Henderson, NV. 89052

Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Authorized Agent for Broker \_\_\_\_\_\_ Owner \_\_\_\_\_\_\_ Owner \_\_\_\_\_\_\_





# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

2251 Wigwam Parkway #923 Henderson, NV. 89074
(Property Address)

i	This F	PROPERTY MANAGEMENT AGREEMENT (	"Agreemen	t"), entered into this	27th	day of
2	Ja	, 2015 , by and between		Bentley Equities, LL	ic	
3			("Owner")	of the property described be	low ("Prope	erty") and
4		Valleywide Properties and Managemen	t	("Broker"), by and t	hrough its a	uthorized
5		(Company Name)			_	
	naant		("A or	ent") who is duly licensed to	manage the	Property.
6	agent	eration of the mutual terms of this Agreement the				F7.
/	in consid	eration of the mutual terms of this Agreement if	ie parties ag	sice as follows.		
8					- A	st chall ba
9		ICES. Any notices, demands, consents and repo	orts necessa	ary or provided for under thi	s Agreemen	it shall be
10	in writing	g and shall be addressed as follows:				
11	-					
12	TO OWN	ÉR∙	TO BRO	KER.		
13	10000		10 BRO	TEDIC.		
	Name:	Bentley Equities, LLC	Compan	y Name: Valleywide Proper	ties and M	anagement
				2660 S. Rainbow Blvd.		7,11
15	Address:	4625 Nevso Dr.	_ Addiess.		ŊV	89146
16		Las Veags NV 89103		Las Vegas		03140
17	Phone:	702-806-6320	Phone:	702-254-		
18	Fax:	702-587-7994	_ Fax:	702-254-		
19	Email:	chiocchetti.usa@gmail.com	_ Email:	dane@vegasvall	eywide.com	Dt
20						
21	All notic	es shall be faxed or emailed and sent by regula	r mail No	tices shall be effective as of	the date the	e notice is
		d mailed (whichever is later).				
22	raxeu and	I maneu (winenever is later).				
23		AND TOWN OF BUILDING BROWER				
24	2. EMP	LOYMENT OF MANAGING BROKER				
25						
26	(A)	Employment and Acceptance. Owner employ	s Broker as	s the sole exclusive Agent o	f Owner to	lease and
27	manage	the Property (which includes listing the Prop	erty for lea	ase and securing a tenant),	upon the t	terms and
28	condition	is provided herein. Broker accepts the employr	nent and sh	all furnish the services of th	e organizati	on for the
29	managen	nent of the Property. Owner shall pay all of th	e expenses	in connection with this serv	vice describ	ed herein.
30	Owner II	nderstands and agrees that Broker's services wi	II be nerfo	rmed through one or more a	uthorized a	gents, and
	Owner u	ence to Broker in this Agreement includes such	authorized	agents		
31	any refer	ence to proket in this Agreement includes such	authorized	agents.		
32				the entire to this Agreem	ont chall b	a that of
33	(B)	Relationship of Broker to Owner. The relation	onsnip of	the parties to this Agreem	ent snan u	O
34	principal	and agent, and all duties to be performed by I	Broker unde	er this Agreement shall be of	n behalf of	Owner, in
35	Owner's	name and for Owner's account. In taking any	action und	er this Agreement, Broker si	hall be actir	ng only as
36	agent for	r Owner, and nothing in this Agreement shall	be constru	ed as creating a partnership.	, joint venti	ure or any
37	other rela	ationship between the parties or as requiring Br	oker to bea	r any portion of losses arisin	ig out of or	connected
38	with the	ownership or operation of the Property. Broken	shall not a	t any time during the period	of this Agr	eement be
20	with the	ed a direct employee of Owner. Neither party	shall have	the power to hind or obliga	te the other	except as
27	COHSIGE	y set forth in this Agreement, except that Broke	r is outhor	ized to act with such addition	mal nower:	as may be
40	expressi	y set forth in this Agreement, except that broke	n is audioi	real under this Agreement sh	all not be re	enonsible
41	necessar	y to carry out the spirit and intent of this Agree	nent. Blok	er, under this Agreement, so	all not be re	Sports and
		s in the performance of any obligation unless the	iere is an in	tentional delay caused by bi	OKEI OI IIS a	igents and
43	employe	es.				
44					_	
45	(C)	Description of the Property. The Property to	be manage	ed under this Agreement is	commonly	known as
46	2251	Wigwam Parkway #923 Henderson, NV. 89074	_, APN	178-18-713-011	, as r	more fully
47	describe	d on Exhibit 1 attached hereto.			_	
			89074			
Property Address: 2251 Wigwam Parkway #923 Henderson, NV. 89074  Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®						
Pag	ge 1 of 10		Autnorized A	Agent for broker Owner	BL Own	
Th	is form pre	sented by Dane C Brooks   Valleywide Properties & Mg	mt   702-254	-7368   info@vegasvalleywide.co		stan@t

1 2 3 4 5	(D) Term. The term of this Agreement shall be for an initial period of
	3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:
10 11 12 13	(A) Management Services. Broker shall be paid the greater of \$ per month or % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled rental periods shall be prorated.
14	(B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee as follows: \$ OR OR % of the first month's rent -OR % of the annual rent.
18 19 20	(C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a one time, non-refundable fee of \$
21 22 23 24	(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring broker not to exceed \$ 50.00 . Owner understands and agrees that such commission will be paid to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.
25 26 27	(E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR OR % of the monthly rent - OR % of the annual scheduled rent.
28	(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.
31 32 33 34	
36 37	Owner may list the Property with a Broker of his/her choosing;
38	Owner shall list the Property with Broker for a fee of
41 42 43	(H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
44 45 46	(I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.
47 48	(J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20 herein.
49 50 51 52	(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
	perty Address: 2251 Wigwam Parkway #923 Handerson, NV. 89074
	idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® e 2 of 10 Authorized Agent for Broker Owner

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### 1 4. BANK ACCOUNTS

- 3 (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times -0in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. Broker shall notify Owner if additional funds are required.
  - (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for security deposits, cleaning, pet, and key and other deposits.

## 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- 19 (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest and a rental application fee.
  - (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

## 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 35 including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
  - (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 2251 Wigwam Parkway #923 Henderson, NV. 89074

Residential Property Management Agreement Rev. 11/11

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Page 3 of 10

Authorized Agent for Broker \_\_\_\_\_ Owner \_

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## 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the 8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

## 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve 21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
- 30 (D) Keybox. Owner [ x ] (does) -OR- [ ] (does not) authorize Broker to install a keybox in connection 31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 32 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers:
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 37 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 48 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 2251 Wigwam Parkway #923 Henderson.	IV. 89074
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 4 of 10	Authorized Agent for Broker Owner BD Owner
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	•	
		Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
	4 5 6 7	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
1 1 1	0 1 2	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
1	5	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
1 1 2	8 9	d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
2	2	—OR—
2	3 4 5	Owner does NOT opt out of any of the above.
		12. REASONABLE MAINTENANCE AND REPAIR
2 2 3 3 3 3	7 8 9 0 1 2 3	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
3 3		(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
4 4 4 4	1 2 3 4 5	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.
4		14. INSURANCE.
4 5 5 5 5 5	1 2 3 4	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
		perty Address: 2251 Wigwam Parkway #923 Henderson, NV. 89074
		idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® e 5 of 10 Authorized Agent for Broker Owner Owner

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

(B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.

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

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

## 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

## 34 18. REPRESENTATIONS

(A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ BL ] [

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

Property Address: 2251 Wigwam Parkway #923 Henderson, M	7. 89074
Peridential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10	Authorized Agent for Broker Owner Owner

2 3 4 5 6 7	19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials []  20. TERMINATION
14	
17 18 19 20 21 22 23 24 25 26 27	the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$
31 32 33 34 35	The second control of
40 41 42 43 44 45	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within a calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
48	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if
	100 m
Pr	operty Address: 2251 Wigwam Parkway #923 Henderson, NV. 89074 sidential Property Management Agreement Rev. 11/11  ©2011 Greater Las Vegas Association of REALTORS®
	age 7 of 10  Authorized Agent for Broker Owner Owner

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### 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
  - (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 19 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
  - 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property A	Address:	2251	Wigwam	Parkway	#923	Henderson,	MV.	89074
Danislanda)	December	Managemen	A	D	11711			

2 3 4 5 6 7	26. FOREIGN INVESTMENTS IN REAL PRO Section 1441, the deduction of a withholding tax of non-resident alien individual, fiduciary, foreign provided under said IRS Section. If Owner is a non corporation, Broker will require a written statement  (is not) a non-resident alien individual, fid	on all fixed or determinable gross inco partnership or foreign corporation unler n-resident alien individual, fiduciary, for it from either a CPA or U.S. Tax Attorne	me shall be required of any ss exempt under provisions oreign partnership or foreign ey. Owner(is)-OR-
9	27. ADDITIONAL TERMS: Property Manager shall notify landlo application(s) for the vacant proper		
10 11	1. Verification of Residential Histo	ry	
12	2. Credit Check		
13	3. Verification of Employment (throu statements)	igh pay stubs, tax return and	d or bank
14	4. Criminal History Check		
16	5. Civil History Check (Clark County	Court Filings for any Civil	l Complaints)
	Once the background screening has be landlord and discuss details and fin in considering approval status of ap	dings. Landlord shall take	an active position
	All properties are inspected inside feedback sent in the form of an emai conditioning filters will be changed at no cost to the Landlord or Tenant	il to the Landlord. Heating I by Valleywide Properties du	and air
22 23 24 25	Should Landlord choose to terminate Landlord agrees to give written noti	-	
26	BROKER: Valleywide Properties and Manager	wast-	
27	(Company Name)	C Authentines	
28 29	Ву:	BENTLEY EQUITTES LLC	01/27/2015
30 31 32 33	Authorized Agent for Broker Date  Dane Brooks	Owner Signature PM Printed Name: Bentley Equit	Date
34	Ву:		.,
35 36 37	Broker Date Dane Brooks	Owner Signature Printed Name:	Date
38 39 40 41 42 43 44 45			
	perty Address: 2251 Wigwam Parkway #923 Handerso		. 324
	idential Property Management Agreement Rev. 11/11 e 9 of 10	©2011 Greater Las Ve Authorized Agent for Broker	egas Association of REALTORS® OwnerOwner

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1	EXHIBIT 1
2 3	PROPERTY INFORMATION
4 5	
	Owner Name:Bentley Equities, LLC
8	Property Address: 2251 Wigwam Parkway #923 Henderson, NV. 89074
9 10	• 
11	
12 13	APN:
14	71111
15 16	Existing Tenant (if any):
17	
18 19	Name:
20	Home Phone:
21 22	Work Phone:
23	
24 25	Acceptable Rental Rate/Month: Minimum: \$ Maximum: \$ TBD
26	Acceptable Lease Term: Minimum: 1 Years / Maximum: 2 Years
27 28	Will pets be considered? YesOR- No (If yes, Tenant must complete Application for Pet Approval.
29	Will smoking be permitted in the unit? Yes ☐ -OR- No 🗷
31	
32 33	Will Section 8 be considered? Yes -OR- No 🗷
34	As applicable:
35 36	CBU & Mail Box Number:
37	
38 39	Parking Space Number:
40	Gate Code:
41 42 43	Alarm Code:

Property Address: 2251 Wigwam Parkway #923 Henderson, M	V. 89074
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 10 of 10	Authorized Agent for Broker Owner Owner



# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

45 Maleena	Mosa	St.	#1711	Henderson	
	Prope	erty 2	Addres	s)	

1	This PROPERTY MANAGEMENT AGREEMENT ("	'Agreemer	nt"), entered into this	7th da	ay of
2	January , 2015 , by and between		Bentley Equities, LLC	7EA GZ	1y 01
3	20 2		of the property described below	v ("Property")	and
4	Valleywide Properties and Management	<u> </u>	("Broker"), by and thro	ugh its author	rized
5	(Company Name)				
6	agent Dane Brooks	("Age	ent") who is duly licensed to man	nage the Prop	erty.
/	In consideration of the mutual terms of this Agreement the	parties ag	gree as follows:		•
8	1 MARTINE				
9	1. NOTICES. Any notices, demands, consents and report	rts necessa	ary or provided for under this A	greement sha	ll be
10	in writing and shall be addressed as follows:			_	
11	#0.6%P.—-				
12 13	TO OWNER:	TO BRO	KER:		
	Name: Bentley Romities LLC	_			
15		Company	Name: Valleywide Propertie	s and Manager	ment
16		Address:	2660 S. Rainbow Blvd. #A-	101	
17	<u>Las Vegas</u> NV 89103 Phone: 702-806-6320		Las Vegas	NV 891	46
18		Phone:	702-254-736		
19		Fax:	702-254-737		
20	Email: chiocchetti.usa@gmail.com	Email:	dane@vegasvalleyw	ide.com	
21	All notices shall be found on a lited and a set 1				
22	All notices shall be faxed or emailed <u>and</u> sent by regular faxed and mailed (whichever is later).	mail. Not	ices shall be effective as of the	date the notic	ce is
23	taxed and matter (winchever is later).				
24	2. EMPLOYMENT OF MANAGING BROKER				
25	2. 22.2 201 MENT OF MANAGENG BRUKER				
26	(A) Employment and Acceptance. Owner employs	Deoleon on	the calc analysis Associated		_
27	manage the Property (which includes listing the Proper	DIUKEI AS	the sole exclusive Agent of Ov	vner to lease	and
28	conditions provided herein. Broker accepts the employme	nt and ch	se and securing a tenant), upo	in the terms	and
29	management of the Property. Owner shall pay all of the	ALL GHO SHE	in connection with this saw	ganization for	the
30	Owner understands and agrees that Broker's services will	be perfor	m connection with this service	described her	ein.
31	any reference to Broker in this Agreement includes such an	thorized of	men dirongli one or more autho	rized agents,	and
32	The state of the s	441011204 6	gens.		
33	(B) Relationship of Broker to Owner. The relations	ship of th	a parties to this American	aball be show	
34	principal and agent, and all duties to be performed by Bro	oker under	this Agreement shall be an hal	snan be man	101
35	Owner's name and for Owner's account. In taking any ac	tion under	r this Agreement Broker chall i	ha aatina a-la	
36	agent for Owner, and nothing in this Agreement shall be	COnstrue	d as creating a portnership ici-	be acting only	y as
37	other relationship between the parties or as requiring Brok	er to bear	any portion of losses prising ou	t of an earner	any
38	with the ownership of operation of the Property. Broker si	hall not at	any time during the period of the	sic Acomposition	• 1
39	considered a direct employee of Owner. Neither party sh	all have ti	he nower to hind or obligate the	a other aroon	+ 00
70	expressly set form in this Agreement, except that Broker:	is authoriz	red to act with such additional a	DOLLIGE OF MOS	, he
41	necessary to carry out the spirit and intent of this Agreeme	nt. Broke	r. under this Agreement, shall n	ot he recoonsi	ibla
42	for delays in the performance of any obligation unless then	e is an inte	entional delay caused by Broker	or its agents	and
43	employees.		The state of the s	or its agonts .	aid
44					
45	(C) Description of the Property. The Property to be	managed	under this Agreement is com-	monly knowr	28 1
46	45 Maleena Mesa St. #1711 Henderson	APN	178-15-315-249	, as more fi	
47	described on Exhibit 1 attached hereto.			_,	
Prop	Property Address: 45 Maleena Mesa St. #1711 Henderson				
Resid	Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®				
Page	1 of 10	thorized Ag	ent for Broker DB Owner 12		
				J	24
This	This form presented by Dane C Brooks   Valleywide Properties & Mgmt   702-254-7368   info@vegasvalleywide.com				

1	
2	beginning on <u>January 27th</u> , 2015 and ending <u>January 26th</u> , 2016 Unless earlier terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1)
3	terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1)
4	year each, unless either party gives the other 30 days written notice of non-renewal.
5	1 7 5 The state of the state of non-tenewal.
6	3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker under
7	this Agreement (and exclusive of reimburgement of the expense to which Backer indeed by Broker under
8	
9	
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11	
	wol the monthly gross collected rents. Payments due Broker for periods of less than the scheduled
12	rental periods shall be prorated.
13	
14	
15	of the first month's rent -OR.
16	annual rent.
17	
18	(C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a
19	one time, non-refundable fee of \$
20	
21	(D) Referral Commission Owner also authorizes payment of an M.C. a.s. 1
	(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring
23	to any real extern Project (including Project Including Project In
24	broker not to exceed \$ 250.00 . Owner understands and agrees that such commission will be paid to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.
25	
26	(E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR -
27	(T) Administration On
28	(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf.
29	Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.
30	
31	(G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 days
32	ALC: ICHMINATION, & ICHANI SHALL CHIEF INTO A DUTCHASE Agreement or lessalantion to purchase the December 1911
33	be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of R/A % of the selling price.
34	If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market,
35	
36	X Owner may list the Property with a Broker of his/her choosing.
37	Owner may list the Property with a Broker of his/her choosing; - OR -
38	
	Owner shall list the Property with Broker for a fee of
40	The state of the s
41	(H) Interest on Hannid Come Assumed In D.
	(H) Interest on Unpaid Sums. Any sums due Broker under the terms of this Agreement, and not paid within
42	30 days after such sums have become due, shall bear interest at the rate of 12% per annum.
43	
44	(I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for all
45	necessary or requested tasks not considered normal management duties.
46	
47	(J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 20
	herein.
49	
50	(K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due and
51	payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable
52	costs and attorney's fees incurred by Broker in connection with collecting under this Agreement, all reasonable
	ander this Agreement.
_	
	erty Address: 45 Maleena Mesa St. #1711 Henderson
Resid	lential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®
Page	2 of 10 Authorized Agent for Broker De Owner RI Owner
This	
- 44-2 15	form presented by Dana C Brooks   Valleywide Properties & Ngmt   702-254-7368   info@vegasvalleywide.com

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## 1 4. BANK ACCOUNTS

- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to 9 10 Broker the sum of \$ as a reserve. Owner shall maintain the reserve stated above at all times 11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits. 16

## 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 19 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
  - (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest and a rental application fee.
  - (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Broker.

## 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- 33 (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 35 including Broker's compensation. 36
  - (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 47 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 45 Maleena Mesa St. #1711	Henderson
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS
Page 3 of 10	Authorized Agent for BrokerOwnerBD Owner



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#### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

## 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
  - (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to secure the Property.
- 29 (D) Keybox. Owner [ <u>×</u> ] (does) -OR- [ \_ 30 \_] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that: 31
- 32 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- 39 e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox. 41
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers.
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 45 Maleena Mesa St. #1711 Hend	erson
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 4 of 10	Authorized Agent for Broker Owner B Owner
	[09]
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1 2	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
3	
4 5 6 7 8 9	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed or the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that
10 11 12 13 14	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
15 16 17	c I/we have advised the Broker that I/we DO NOT want a commentary section displayed of linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
18 19 20 21	d I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
	—OR—
23	
24 25	Owner does NOT opt out of any of the above.
26 27	12. REASONABLE MAINTENANCE AND REPAIR
28 29 30 31 32 33 34 35 36	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
37 38 39 40	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
42 43 44	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.
47	14. INSURANCE.
48 49	(A) Owner's Ingresones Owner shall shade and have a
50 51 52 53 54	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
	erty Address: 45 Maleena Mesa St. #1711 Henderson
Nesio Page	lential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®  5 of 10 Authorized Agent for Broker 12 1 Owner 12 1 Own

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

- (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, 8 suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

# 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.

## 18. REPRESENTATIONS

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 50 Owner Initials [ B] \_][,
- 52 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or 54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: 45 Maleena Mesa St. #1711 Her	nderson
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 6 of 10	Authorized Agent for Broker DB Owner BL Owner
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1 2	
3	RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY AND THE ORDER
5	ACOLOMBILITI IV DELEKMINE WHETHER THE DECEMENT IS SO ATTROUGH
6	woodings no manifity for any costs associated with a Tenant's move-out. Dealers common as 1:-1:1:
7	or comprising with the CCRRS, and has no responsibility for only hitten around a contract and all the contract and a contract
8 9	WHICH TOTALD SOLETY TESTORISTIC IOT RESESSITIANTS WIGHTONS and Finantians described to the second se
10	The state of the s
11	and separate notice which identifies broker as Owner's property manager will not affect the terms of this Continu
12	1 <del>84</del> 1'——
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14	
15	
16 17	an observe P(d) by written house to proke not less man all have not to the termination data and the angle of the
18	The state of the a conjugated life in the singuing entity to the management the that was a second assessment to the state of the same assessment to the state of the same assessment to the state of the same assessment to the same asset to the same asses
19	The second term of any calculations agreement of this Agreement which are in an are the
	monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and days to transfer files
21	directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a
22	. I IIIS AUTCEMENT MAY be terminated by Deales-hafes also asset to
23	Specified in Section 2(d) mbbl 30 days written notice to Chapter Within ten days of term::
24	Divact an montes due under this Agreement Nothing has a greement be terminated by sixt as a second to the second transfer of the second t
	A 1999 IVA DIVADI IS CHUICH ID CENTI INC. Sets In Mee. and I have chall estembases. Duelous Co
20	expenses mounted relative to the Property. If Owner terminates this Agreement prior to locating the Decime the
28	agrees to pay a cancellation fee of \$
29	(B) Owner Responsible for Poyments Upon termination of this Assessment
30	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days often the and of the mount is with the last of the contract of the mount is with the last of the contract of the mount is with the last of the contract of the
31	runds for Jo days after the chu of the month in which this Agreement is terminated in order to make the contract of
بث اب	modified but not yet involces and to close accounts. Rinker shall deliver to Owings within 20 January 11 to 1
	month in which this Asicchicit is iciminated any natance of montes due Oumer or tenent accordent.
<b>√</b> 1	winds were near by the droker with respect to the property as well as a final accounting and an arrangement of the property of
-	income and capelises will respect to the Property as of the date of termination or wish leaves. I see
37	Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of  OR- Whichever is greater before delivering the belower of the control of
	to the Owner One Talket I Common Talket I Comm
39	
40	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner
41	communications and regional desired the termination date in Section 7(d) and/or before the Droppets to leaved and middle
42 43	
44	or to whom the Flopelty was shown prior to the termination. Broker shall be paid the Leasing Fee set forth in Section
* *	3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
46	
47	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties
TO	contained liefell shall survive the termination of this Agreement. All provisions of this Agreement that agreement
77	Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Declar becomes
20	involved in any proceeding or ningation by reason of having been Owner's Broker, such provisions shall apply as if
51	this Agreement were still in effect.
Prop	erty Address: 45 Maleena Mesa St. #1711 Henderson
Resid	ential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REAL TOPSO
	7 of 10  Authorized Agent for Broker Owner R. Owner Owner
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## 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association 11 of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the 12 parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs 13 and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or 17 interpretation of any provision of this Agreement.
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
  - 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 45 Maleena Mesa St. #1711 Henderson

Residential Property Management Agreement Rev. 11/11 Page 8 of 10

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1	26. FOREIGN INVESTMENTS IN REAL PROPER	RTY TAX (FIRPTA) Durmont to the	Internal Description			
2	1 26. FOREIGN INVESTMENTS IN REAL PROPERTY TAX (FIRPTA). Pursuant to the Internal Revenue Code 2 Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of an					
3	- "VIII TOOLOOM MILES INCHINITY INTERIOR DOTTOFFIND OF TOPPICE COMMONSTRATION					
	Provided under Said Ind Scenon. If I hyper is a non-recident alies individual Education.					
5	To potation, Dioact will fourth a written statement and	Menners ('VA orlig To- Amassas o				
6	(is not) a non-resident alien individual, fiducia	ry, foreign partnership or foreign corpor	ration.			
8						
_	27. ADDITIONAL TERMS:					
9	Property Manager shall notify landlord	within 1 business day of inc	oming			
10	application(s) for the vacant property.	Tenant screening shall con	sist of:			
	1. Verification of Residential History					
11	-					
12	2. Credit Check					
10	3. Varification of Tantanant (1)					
13	3. Verification of Employment (through patternents)	pay stubs, tax return and or	bank			
14						
15	4. Criminal History Check					
13						
16	5. Civil History Check (Clark County Cou	ort Filings for any Civil Com	mplaints)			
17	Once the background screening has been of	completed, the Property Manage	er shall notify			
	landlord and discuss details and finding in considering approval status of applications.	70 7.60414-4				
19			-			
	All properties are inspected inside and	out once every 90-Days with	written			
20	recorder sent in the form of an email to	) the Landlord Wastian a	- 4			
21	conditioning filters will be changed by at no cost to the Landlord or Tenant.	varieywide Properties during	the inspection			
22	Should Landlord choose to terminate this	agreement, there shall be n	o fee assessed.			
23	Landlord agrees to give written notice v	ia email or certified US Mai	1.			
24						
25						
26	BROKER: Valleywide Properties and Management					
27	(Company Name)					
28		Authentinon				
29	By: dare BROOKS 1/20/16	BENTLEY EQUITIES LLC	01/27/2015			
30	Authorized Agent for Broker / Date	Owner Signature PM	Date			
31	Dane Brooks	Printed Name: Bentley Equities,				
32		The state of the s	<u>uic</u>			
33 34 ]						
35 35	By:					
36	Broker Date	Owner Signature	Date			
30 37	DADE BIOORS	Printed Name:				
38			<del></del>			
39						
10		*				
<b>#1</b>						
12						
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14						
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o Pagos	erty Address: 45 Maleena Mesa St. #1711 Hender					
Resid	ential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Assi	relation of BRAY monage			
		Authorized Agent for Broker	Manual of KEALTOKS®			

Instant)

	EXHIBIT 1
	PROPERTY INFORMATION
	6 Owner Name: Bentley Equities, LLC
	8 Property Address: 45 Maleena Mesa St. #1711 Henderson
10	
12 13	2 3 APN:
14 15 16	
17 18 19	Name:
20 21 22	Home Phone:
23	WOIK PROHE:
24 25	
26 27	Acceptable Lease Term: Minimum: 1 Years / Maximum: 2 Years
28 29	Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Approval.)
30 31	Will smoking be permitted in the unit? Yes -OR- No -
32 33	Will Section 8 be considered? Yes -OR- No -
	As applicable:
36 37	CBU & Mail Box Number:
38 39	Parking Space Number:
40 41	Gate Code:
42 43	Alarm Code:

Property Address: 45 Maleena Mesa St. #1711	Henderson
Residential Property Management Agreement Rev. 11/11	
Page 10 of 10	©2011 Greater Las Vegas Association of REALTORS®
	Authorized Agent for Broker Owner Bl Owner
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# 45 materia mesa # FM

# 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: a) Each party for whom the licensee is acting as an agent in the real estate transaction, and b) Each unrepresented party to the real estate transaction, if any. Licensee: The licensee in the real estate transaction is Dane Brooks whose license number is . The licensee is acting for [client's name(s)] Bentley Equities, LLC and 62410 Alessandro Chiocchetti who is/are the K Selier/Landlord; Buyer/Tenant. Broker: The broker is Dane Brooks company is Valleywide Properties and Management Licensee's Duties Owed to All Parties: A Nevada real estate licensee shall: 1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest. 2. Exercise reasonable skill and care with respect to all parties to the real estate transaction. 3. Disclose to each party to the real estate transaction as soon as practicable: a. 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. 4. 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: 1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement: 2. 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; 3. 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; 4. 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; 5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction; 6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and 7. 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: You understand that the licensee ae 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. Dane Brooks 01/28/2015 2:14 PM Date Time Buyen/Tenant Time 01/28/2015 2:29 PM vansaler andord Date Time Buyen/Tenant Date Time

Approved Nevada Real Estate Division Ceplaces all previous versions

Page 1 of 1

Revised 10/25/07

575

Anterior Co.



## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

75 N. Valle Verde Dr. Henderson, NV. 89074

(Property Address)

- 1	This I	PROPER		EMENT AGREEM		Agreemen				day of
2	J.	anuary	, 2015	$\_$ , by and between			Bentley	Equities,	LLC	
3					(	"Owner")			d below ("Prop	
4				roperties and Mar	nagement		("F	Broker"), by a	nd through its	authorized
5				Company Name)						
6	agent			Brooks					i to manage th	e Property.
7	In consid	leration o	of the mutual t	erms of this Agree	ment the	parties ag	ree as follo	ws:		
8										
9	1. NOT	ICES. A	ny notices, de	emands, consents a	and repor	ts necessa	ry or provi	ded for under	this Agreeme	ent shall be
10	in writing	g and sha	ill be addresse	d as follows:						
11										
12	TO OWN	ER:				TO BRO	KER:			
13										
14	Name:		Bentley	Equities, LLC		Company	Name: <u>va</u>	lleywide Pro	perties and 1	Management
15	Address:	4625	W. Nevso Dr	•		Address:	2660 S.	Rainbow Blv	d. #A-101	
16			Las Vegas	NA	89103			Las Vegas	NV	89146
17	Phone:		702-	806-6320		Phone:		702-2	54-7368	
18	Fax:		702-	587-7994		Fax:		702-2	54-7373	
19	Email:		chiocchetti	.usa@gmail.com		Email:		dane@vegasv	alleywide.co	em.
20										
21	All notic	es shall	be faxed or en	nailed and sent by	regular i	mail. Not	ices shall b	e effective as	of the date th	ne notice is
22			(whichever is		•					
23				•						
24	2. EMP	LOYME	INT OF MAN	NAGING BROKE	R					
25										
26	(A)	Employ	ment and Aco	eptance. Owner e	mplovs	Broker as	the sole ex	clusive Age	at of Owner to	lease and
27				ncludes listing the						
28				oker accepts the e						
29				Owner shall pay al						
				that Broker's serv						
31				Agreement include						
32	•						0			
33	(B)	Relation	ship of Brok	er to Owner. The	relation	ship of th	ne parties	to this Agre	ement shall	be that of
34				ties to be performe						
35				account. In takin						
36				in this Agreement						
37				parties or as requir						
				of the Property.						
				of Owner. Neither						
				ement, except that						
				and intent of this						
				f any obligation ur						
	employe		,	. any conganion as		o 15 ani 1111		,	2101101 01 110	
44	omproje									
45	(C)	Descrine	ion of the Pr	operty. The Prope	erty to b	e manage	d under thi	s Agreement	is commonly	known as
46	- •	_	Varde Dr. Hei	• •		, APN		·16-312-018	, as	
47			bit 1 attached		<del>-</del>	, '	2,0		, as	
						00074				
				Verde Dr. Henderso	ut, DIV.	89074	@2011 C	moter Lee Vacon	Association of R	EVI TUDCO
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## Authentisign ID: 586A74D9-9668-44D4-8E5C-54CE9E304386

1 (D) Term. The term of this Agreement shall be for an initial period of
6 3. BROKER COMPENSATION AND EXPENSES. As compensation for the services rendered by Broker unde 7 this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shal 8 pay Broker as follows:
10 (A) Management Services. Broker shall be paid the greater of \$ 59.00 per month of 11 -0- % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled 12 rental periods shall be prorated.
14 (B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing 15 fee as follows: \$ OR OR % of the first month's rent -OR
17 18 (C) Set-Up Fee. For entering the Property into Broker's property management system, Broker shall be paid a non-refundable fee of \$
(D) Referral Commission. Owner also authorizes payment of an MLS referral commission to the referring broker not to exceed \$
25 (E) Lease Renewals. For Lease renewals, Broker shall be paid a leasing fee of \$ OR 26 % of the monthly rent - OR % of the annual scheduled rent. 27 28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf
28 (F) Advertising. Owner agrees to pay in advance for any and all advertisements placed on Owner's benall 29 Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.  30 (G) Selling Commission. If, within the term of this Agreement (including any renewals) or within 180 day
after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of
36
Owner shall list the Property with Broker for a fee of
41 <b>(H) Interest on Unpaid Sums.</b> Any sums due Broker under the terms of this Agreement, and not paid within 42 30 days after such sums have become due, shall bear interest at the rate of 12% per annum. 43
44 (I) Extraordinary Services. An hourly fee of \$ per hour shall be paid to Broker for al 45 necessary or requested tasks not considered normal management duties. 46
47 (J) Termination Fees. Additional fees may be due upon Termination of this Agreement pursuant to Section 248 herein.
50 (K) Collection Fees. In the event that Broker institutes any action for the collection of amounts due an 51 payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonabl costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.
Property Address: 75 N. Valle Verde Dr. Henderson, NV. 89074
Residential Property Management Agreement Rev. 11/11  Page 2 of 10  Q2011 Greater Las Vegas Association of REALTORSO  Authorized Agent for Broker OwnerOwner
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## 1 4. BANK ACCOUNTS

- (A) Trust Accounts. Broker shall establish a separate Trust Account, apart from any company or corporate 4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. 5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain 6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.
- (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to as a reserve. Owner shall maintain the reserve stated above at all times 10 Broker the sum of \$ -0-11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

## 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
- (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or 24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall 29 be retained by Broker.

## 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the 40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in the Trust Account. 41
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 45 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

Property Address: 75 N. Valle Verde Dr. Henderson, NV	. 89074
Desident Designed Management Agreement Pay 11/11	©2011 Greater Las Vegas Association of REALTURS®
Page 3 of 10	Authorized Agent for Broker Owner Owner
Page 3 of 10	

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### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the 8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

## 12 9. LEASING AND RENTING

- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve 21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property 26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
- 30 (D) Keybox. Owner [ x ] (does) -OR- [ ] (does not) authorize Broker to install a keybox in connection 31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address:75 N. Valle Verde Dr. Handerson,	NV. 89074
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS®
Page 4 of 10	Authorized Agent for Broker Owner Owner



	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:										
	aI/we have advised the Broker that I/we <b>DO NOT</b> want the listed Property to be <b>displayed on</b> the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)										
10 11 12 13 14	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)										
1	5 c I/we have advised the Broker that I/we <b>DO NOT</b> want a <b>commentary section</b> displayed or 6 linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).										
17 18 19 20 21	8 d. I/we have advised the Broker that I/we DO NOT want an automated estimate of 9 value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the 0 request of the owner).										
	2 —OR—										
2	3										
	Owner does <b>NOT</b> opt out of any of the above.										
2	6 12. REASONABLE MAINTENANCE AND REPAIR										
30 31 32 33 34	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.										
3 3	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.										
42 43 44 45	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.										
	7 14. INSURANCE.										
4 4 5 5 5 5 5	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against diability for loss, damage or injury to property or persons which might arise out of the occupancy, management operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate										
	Property Address: 75 N. Valle Verde Dr. Henderson, NV. 89074										
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- 1 evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this 2 Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner 3 and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such 4 policies.
  - (B) Tenant's Insurance. Tenants x (shall) -OR- (shall not) be required to obtain renter's insurance.
- 15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage 9 10 incurred or occurring in, on or about the Property.
- 12 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of 15 environmental or other regulations which may become known during the term of this Agreement. Any such 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall 17 promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where 18 Owner's funds are deposited.

## 20 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
- (B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of 32 Broker, Owner shall pay an apportioned amount of such expense.

## 34 18. REPRESENTATIONS

50 Owner Initials [ [B] ] [ \_\_\_\_\_]

- (A) Owner Representations. Owner represents and warrants that Owner has full power and authority to 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have 41 been secured and are current; that the building and its construction and operation do not violate any applicable 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is 43 dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, 44 DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's 46 receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT 47 OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE 48 PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE 49 PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.
- 51 (B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to 52 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or 54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

Property Address: 75	. Valle	Verde	Dr.	Henderson,	w.	89074						
Residential Property Managemen						y	©2011 G	reater Las	Vegas As	ssociation	of REA	LTORS®
Page 6 of 10	_					Authorized	Agent for Broke	сг	_ Owner	BL	_ Owner	

	2 3 4 5 6 7 8 9 10	19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.  Owner Initials [			
	14	100 M			
	20 21 22 23	(A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$			
	29 30 31 32 33 34 35 36	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$\bigcup_{\text{-0-}} \bigcup_{\text{-0-}} \big			
40 41 42 43 44 45	40 41 42 43 44 45	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within <a href="M/A">M/A</a> calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.			
	48 49 50	21. INDEMNIFICATION SURVIVES TERMINATION. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.			
	Decreets Address 75 W Welle News Westerner WV 86074				
		perty Address: 75 N. Valle Verde Dr. Henderson, NV. 89074  idential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS®			
		e 7 of 10  Authorized Agent for Broker Owner Owner Owner			

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#### 1 22. MISCELLANEOUS

- (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or 7 remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the 11 parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

[This space left intentionally blank.]

Property Address: 75 N. Valle Verde Dr. Henderson, NV. Residential Property Management Agreement Rev. 11/11

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\_ Owner .

Authorized Agent for Broker. Page 8 of 10

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B/ Owner

2 3	26. FOREIGN INVESTMENTS IN REA Section 1441, the deduction of a withholdi non-resident alien individual, fiduciary, for provided under said IRS Section. If Owner corporation, Broker will require a written state (is not) a non-resident alien individual	ing tax on all foreign partners is a non-reside tatement from (	ixed or determinable gross income ship or foreign corporation unless exe ent alien individual, fiduciary, foreign either a CPA or U.S. Tax Attorney. Ox	all be required of any empt under provisions partnership or foreign wner(is)-OR-	
8	27. ADDITIONAL TERMS:				
9	Property Manager shall notify application(s) for the vacant p	landlord wi property.	thin 1 business day of inco Tenant screening shall cons	ming ist of:	
10	1. Verification of Residential	History			
11 12	2. Credit Check	_			
	3. Verification of Employment	(through pa	v stubs, tax return and or	bank	
13	statements)	(00000000000000000000000000000000000000	<u> </u>		
14 15	4. Criminal History Check				
16	5. Civil History Check (Clark	County Cour	t Filings for any Civil Com	plaints)	
17	Once the background screening	has been co	ampleted, the Property Manag	ger shall notify	
18	in considering approval status	nd findings of applica	s. Landlord shall take an active position ant as provided by Fair Housing Laws.		
19	All properties are inspected in	nside and o	out once every 90-Days with	written	
20	conditioning filters will be changed by Va.		the Landlord. Heating and Valleywide Properties during	air the inspection	
21	at no cost to the Landlord or	Tenant.			
22	Should Landlord choose to term Landlord agrees to give written	inate this	agreement, there shall be a	o fee assessed.	
23	Landlord agrees to give writte	n notice vi	a email of Celtified os Mai		
24					
25					
26	BROKER: Valleywide Properties and	Management	_		
27 28			Authentision		
29	Ву:		BENTLEY EQUITIES LLC	01/27/2015	
30	Authorized Agent for Broker	Date	Owner Signatures PM	Date	
31 32	Dane Brooks		Printed Name: Bentley Equities,	LLC	
33					
34	Ву:				
35	Broker	Date	Owner Signature	Date	
36 37			Printed Name:	<del></del>	
38					
39					
40					
41 42					
43					
44					
45					
	operty Address: 75 N. valle verde Dr. Esidential Property Management Agreement Rev. 11/11		©2011 Greater Las Vegas A	ssociation of REALTORS®	
	ge 9 of 10		Authorized Agent for Broker Owner		

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40 Gate Code:

42 Alarm Code:

## **EXHIBIT 1** 2 3 PROPERTY INFORMATION 6 Owner Name: Bentley Equities, LLC 8 Property Address: 75 N. Valle Verde Dr. Henderson, NV. 89074 10 11 12 13 APN: \_\_\_\_\_\_ 178-16-312-018 14 15 16 Existing Tenant (if any): 17 Name: \_\_\_\_\_\_ 18 19 Home Phone: 20 21 22 Work Phone: 23 24 Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_\_ Maximum: \$ \_\_\_\_\_ TBD \_\_\_\_ 25 Minimum: 1 Years / Maximum: 2 Years 26 Acceptable Lease Term: 27 28 Will pets be considered? Yes 🔲 -OR- No 🔲 (If yes, Tenant must complete Application for Pet Approval.) 29 30 Will smoking be permitted in the unit? Yes \_\_\_\_-OR- No 🗷 32 Will Section 8 be considered? Yes -OR- No 🗷 34 As applicable: 35 36 CBU & Mail Box Number: 37 38 Parking Space Number:

Property Address: 75 N. Valle Verde Dr. Henderson, NV.	89074
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Residential Property Management Agreement Rev. 11/11	62011 Greater Las Vegas Association of NET 121
D 10 -C10	Authorized Agent for Broker Owner Owner
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# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

# 2050 N. LOS FELIZ ST #173 LAS VIGARS NV 89156 (Property Address)

1	This PROPERTY MANAGEMENT AGREEM	ENT ("Agreement"), entered into this1st	day of
2			•
3		("Owner") of the property described below ("Property	") and
4	Valleywide Properties and Mana		
2	(Company Name)		
6		("Agent") who is duly licensed to manage the Pro	регту
7	In consideration of the mutual terms of this Agreen	nent the parties agree as follows:	
8			
9	<ol> <li>NOTICES. Any notices, demands, consents an</li> </ol>	nd reports necessary or provided for under this Agreement sh	iall be
	in writing and shall be addressed as follows:	9	
11			
12	TO OWNER:	TO BROKER:	
13		** Divilian	10
14	Name: Kirsten Morrow	Company Name: Valleywide Properties and Manag	Jemen i
15	Address: 5501 Trayden Dr.	Address: 2660 S. Rainbow Blvd. #A-101	
16			9146
	Phone: 208-589-5200	Phone: 702-254-7368	
	Fax:	Fax: 702-254-7373	
	Email:	Email: dane@vegasvalleywide.com	
20		Linaii. Começ vegas valley alos . Com	
		regular mail. Notices shall be effective as of the date the no	tion is
22	faxed and mailed (whichever is later).	regular man. Produces shall be effective as of the date me no	HCC 12
23			
	2. EMPLOYMENT OF MANAGING BROKER		
25			
26		mulaus Dasker en ska enla euskisku. A vest of Occur en 1	,
		nploys Broker as the sole exclusive Agent of Owner to leas	e and
28	conditions provided herein. Proken accounts the arm	Property for lease and securing a tenant), upon the term	s and
29	management of the Property Owner shall not all	ployment and shall furnish the services of the organization f	or the
30	Owner understands and a many that Businesis associated	of the expenses in connection with this service described h	erein.
31	Owner understands and agrees that broker's service	ces will be performed through one or more authorized agent	s, and
32		such authorized agents.	
33			
		relationship of the parties to this Agreement shall be the	iat of
34 25	principal and agent, and all duties to be performed	by Broker under this Agreement shall be on behalf of Owr	ier, in
33	Owner's name and for Owner's account. In taking	any action under this Agreement, Broker shall be acting or	aly as
30	agent for Owner, and nothing in this Agreement s	shall be construed as creating a partnership, joint venture of	ir any
3/	other relationship between the parties or as requiring	ng Broker to bear any portion of losses arising out of or conn	lected
38	with the ownership or operation of the Property. B	broker shall not at any time during the period of this Agreeme	int be
39	considered a direct employee of Owner. Neither p	party shall have the power to bind or obligate the other exce	ept as
40	expressly set forth in this Agreement, except that I	Broker is authorized to act with such additional power as m	ay be
41	necessary to carry out the spirit and intent of this A	greement. Broker, under this Agreement, shall not be respon	ısible
42	for delays in the performance of any obligation unle	ess there is an intentional delay caused by Broker or its agent	s and
	employees.		
44	E .		
45	(C) Description of the Property. The Propert	ty to be managed under this Agreement is commonly know	wn as
46	2050 N. LOS FECIZ \$173 L.V. NV	89156, APN 140 - 23 - 614 - 073 , as more	fully
47	described on Exhibit 1 attached hereto.	·	
Proj	perty Address:		
Resi	idential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALT	ORS®
Page	e I of 10	Authorized Agent for Broker Owner Owner Owner	
		-	

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1 (D) Term. The term of this Agreement shall be	for an initial period of years (the "initial term")
2 beginning on <u>January 1st</u> , 2015 and	ending <u>December</u> 31st, 2015. Unless earlier
3 terminated as provided in Section 20 herein, the Ag	greement will renew annually for successive periods of one (1)
4 year each, unless either party gives the other 30 days	written notice of non-renewal.
5	
6 3. BROKER COMPENSATION AND EXPENSE	S. As compensation for the services rendered by Broker under
7 this Agreement (and exclusive of reimbursement of t	he expenses to which Broker is entitled hereunder), Owner shall
8 pay Broker as follows:	
9	
10 (A) Management Services. Broker shall be paid	the greater of \$ per month or ents. Payments due Broker for periods of less than the scheduled
11 -o- % of the monthly gross collected re	ents. Payments due Broker for periods of less than the scheduled
12 rental periods shall be prorated.	•
13	
	ant(s) for whom a lease is signed, Broker shall be paid a leasing
15 fee as follows: \$ -0 OR -	-0- % of the first month's rent -OR % of the
16 annual rent.	
17	
	Broker's property management system, Broker shall be paid a
19 one time, non-refundable fee of \$	
20	<del></del> ·
	izes payment of an MLS referral commission to the referring
22 hadron et to evened \$	Owner understands and agrees that such commission will be naid
22 broker not to exceed \$ 250.00 . (	Owner understands and agrees that such commission will be paid staff) who brings a qualified tenant that results in a signed lease.
	itan) who orings a quantited tenant that results in a signed lease.
24	er shall be paid a leasing fee of \$ -o OR -
26 % of the monthly rent - OR	- % of the annual scheduled fent.
27	ance for any and all advertisements placed on Owner's behalf.
	ising (including choice of media) is in the Broker's discretion.
	15thig (including choice of media) is in the broker's discretion.
30	Cut in August 100 days
31 (G) Selling Commission. If, within the term of	f this Agreement (including any renewals) or within 180 days
32 after termination, a tenant shall enter into a purchase	agreement or lease/option to purchase the Property, Broker shall
33 be deemed the procuring cause of the sale, and Owne	er shall pay Broker a fee of N/A % of the selling price.
	renewals). Owner shall decide to sell the Property on the market,
35 (Select one):	
36 X Owner may list the Property with a Broker of	of his/her choosing;
37 - OR -	
Owner shall list the Property with Broker for	or a fee of
39 Owner Initials [ ] [ ]	
40	
	Broker under the terms of this Agreement, and not paid within
42 30 days after such sums have become due, shall bear	interest at the rate of 12% per annum.
43	
44 (I) Extraordinary Services. An hourly fee of	
45 necessary or requested tasks not considered normal re-	nanagement duties.
46	
47 (J) Termination Fees. Additional fees may be	due upon Termination of this Agreement pursuant to Section 20
48 herein.	
49	
50 (K) Collection Fees. In the event that Broker	r institutes any action for the collection of amounts due and
51 payable hereunder, Owner shall pay, in addition to the	ne amounts due and payable under this Agreement, all reasonable
52 costs and attorney's fees incurred by Broker in conne	
•	
	3.
Property Address:	
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Page 2 of 10	Authorized Agent for Broker Owner Owner Owner
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#### 1 4. BANK ACCOUNTS

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

- 9 (B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to as a reserve. Owner shall maintain the reserve stated above at all times 10 Broker the sum of \$ in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. 12 Broker shall notify Owner if additional funds are required.
- (C) Security Deposit Trust Account. Broker shall maintain a separate Security Deposit Trust Account for 15 security deposits, cleaning, pet, and key and other deposits.

#### 17 5. COLLECTION OF RENTS AND OTHER RECEIPTS

- 19 (A) Broker's Authority. Broker shall collect all rents, charges and other amounts receivable on Owner's 20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the 21 Trust Account maintained by Broker for the Property.
- 23 (B) Special Charges. If permitted by applicable law, Broker may collect from the tenants and retain any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or 25 non-negotiated checks, interest and a rental application fee.
- (C) Security Deposit Trust Account. Broker shall collect a security deposit and deposit it into the Trust 28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall 29 be retained by Broker.

#### 31 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

- (A) Operating Expenses. From the Trust Account, Broker is hereby authorized to pay or reimburse itself 34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement, 35 including Broker's compensation.
- (B) Debt Service. Owner shall give Broker advance written notice of at least 30 days to make any additional 38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the 40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount, 41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.
- (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency reserve 44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.
- 46 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any time 47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker 48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to 49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the 50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner 51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any 52 monies due Owner.

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Authorized Agent for Broke Owner Owner Owner



#### 1 8. FINANCIAL AND OTHER REPORTS

- (A) Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) forms and 4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.
- (B) Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the 10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

### 12 9. LEASING AND RENTING

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- (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals and 15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the 16 Property Trust Account. Leases are to be written on Broker's standard lease form.
- (B) Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions or 19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for 20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve 21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If 22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the 23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.
- (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take 28 reasonable precautions to secure the Property.
  - (D) Keybox. Owner [X] (does) -OR-[ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the 32 33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified 34 appraisers;
  - b. Owner should safeguard Personal Property and valuables located within the Property;
  - It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
- 37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be 38 obtained by Broker;
- e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal 40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.
- 42 10. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided 44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and 45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, 47 information and use by authorized Association members, MLS Participants and Subscribers.
- 49 11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's 50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as 51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. 52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and 53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. 54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address:	
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Page 4 of 10	Authorized Agent for Broker Owner Owner Owner

2	Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below:
6 7 8	a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
9 10 11 12 13	b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702) 732-3154.)
	c. I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
20	d. I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).
21	OR
23 24	Owner does NOT opt out of any of the above.
25	12. REASONABLE MAINTENANCE AND REPAIR
26 27	
28 29 30 31 32 33 34	(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 100.00 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.
39	(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.
42 43 44 45	13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement.
	14. INSURANCE.
51 52 53 54 55	(A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
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	ge 5 of 10 Authorized Agent for Broker Owner Owner
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2	evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such policies.
6	(B) Tenant's Insurance. Tenants X (shall) -OR- (shall not) be required to obtain renter's insurance.
9	15. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage incurred or occurring in, on or about the Property.
12 13 14 15 16 17	16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.
	17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.
22 23 24 25 26 27	(A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.
30 31	(B) Fees for Legal Advice. Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall pay an apportioned amount of such expense.
34	18. REPRESENTATIONS
38 39 40 41	(A) Owner Representations. Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is
43 44 45 46	dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES, DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's receipt of notice of default (which commences foreclosure proceedings). OWNER UNDERSTANDS THAT
47 48 49	OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.
50 51	Owner Initials [ ] [ ]

53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or

(B) Multiple Listing Service. No Multiple Listing Service or Association of REALTORS® is a party to

54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

3	(CIC), Owner understands and agrees that Broker is UNDERSTANDS THAT THE CIC'S DECLARESTRICTIONS (CC&RS) MAY RESTRICT THE SOLE RESPONSIBILITY TO DETERMINE WH assumes no liability for any costs associated with a Ten or complying with the CC&Rs, and has no responsible Owner remains solely responsible for assessments, vereimburse Broker for any such assessments, fines or fee and separate notice which identifies Broker as Owner's Owner Initials [] []	Property is located within a Common Interest Community not involved in and has no control over the CIC. OWNER RATION OF COVENANTS, CONDITIONS AND LEASING OF THE PROPERTY, AND IT IS OWNER'S ETHER THE PROPERTY IS SO AFFECTED. Broker ant's move-out. Broker assumes no liability for understanding lity for any future amendments or additions to the CC&Rs. iolations and fines/fees payable to the CIC, and agrees to as which Broker may pay on Owner's behalf. Any subsequent property manager will not affect the terms of this Section.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	(A) Early Termination. This Agreement may be in Section 2(d) by written notice to Broker not less than together with a cancellation fee in the amount equal to the stated term of any existing lease agreement or the monthly management fee for the remainder of the stated the same as that of the last full calendar month prior directs Broker to transfer files and documents to a sit transfer fee of \$	mination of this Agreement, Owner shall assume the red by Broker under this Agreement. Broker may withhold this Agreement is terminated in order to pay bills previously oker shall deliver to Owner, within 30 days after the end of the nice of monies due Owner or tenant security deposits, or both, perty, as well as a final accounting reflecting the balance of the date of termination or withdrawal. If, after termination, Owner, Broker may deduct an administration fee of chever is greater, before delivering the balance of the funds to mounts specified in paragraph A of this Section, if Owner a Section 2(d) and/or before the Property is leased, and within a leased to anyone with whom the Broker has had negotiations ation, Broker shall be paid the Leasing Fee set forth in Section into a valid property management agreement with another
Re	operty Address:sidential Property Management Agreement Rev. 11/11 ge 7 of 10	©2011 Greater Las Vegas Association of REALTORS® Authorized Agent for Broker Owner Owner
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#### 1 22. MISCELLANEOUS

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- 2 3 (A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this Agreement shall 4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this 5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, 6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or 7 remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised 8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- (B) Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas Association 11 of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the 12 parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
- (C) Headings. All headings and subheadings in this Agreement and in the accompanying List of Provisions 16 are inserted only for convenience and ease of reference and are not to be considered in the construction or 17 interpretation of any provision of this Agreement.
- 19 23. APPLICABLE LAW AND PARTIAL INVALIDITY. The interpretation of this Agreement shall be governed 20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the 21 county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a 22 court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the 23 other party.
- 25 24. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective 26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the 27 parties. There are no warranties or representations not herein contained.
- 29 25. SIGNATURES: This Agreement may be signed by the parties manually or digitally and on more than one copy, 30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be 31 accepted as original.

[This space left intentionally blank.]

Property Address: Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Authorized Agent for Broken Owner \_ Page 8 of 10



2 3 4 5 6 7 8		on all fixed or determinable gross income shartnership or foreign corporation unless exert-resident alien individual, fiduciary, foreign from either a CPA or U.S. Tax Attorney. Or acciary, foreign partnership or foreign corporations.	all be required of any mpt under provision partnership or foreign wher (is)-OR ation.
	cancellation.		
11	The property will be inspected i		
12	written feedback sent to Owner/I heating filters will be changed	Sandlord via email. Air con by Valleywide Properties an	ditioning and distinct distribution distribu
14	during the inspection at no cost		_
	There are no advertising fees.	Valleywide properties and m	anagement
16	uses web based media to advertis Owner/Landlord chooses to advert		laggified
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27 28	BROKER: Valleywide Properties and Manageme (Company Name)  By: See See See See See See See See See Se	ent	
30	Authorized Agent for Broker Date	Owner Signature	Date
31 32 33 34	Dane Brooks  By: Bus Bus	Printed Name: <u>Kirsten Morrow</u>	3>
35	Broker Date	Owner Signature	Date
36 37	Dane Brooks	Printed Name:	
38			
39 40			
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44 45	a a		
	perty Address:		
Res	idential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Ass	
rage	e 9 of 10	Authorized Agent for BrokerOwner _	Owner



## **EXHIBIT 1**

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21	Home I none.	
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23	WOLK I HOHO.	
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26	Acceptable Lease Term: Minimum: Years / Maximum: 2	Years
27		
28	Will pets be considered? Yes -OR- No (If yes, Tenant must complete Application for Pet Ap	proval.)
29		,
	Will smoking be permitted in the unit? Yes -OR- No X	
31		
32		
33		
	As applicable:	
35		
	CBU & Mail Box Number:	
37		
	MOTUTOR A DOOR IN 1990 DATE	
20	Parking Space Number:	
39 40		
40	Gate Code:	
40 41	Gate Code:	
40 41		

Property Address:	is .
Residential Property Management Agreement Rev. 11/11	©2011 Greater Las Vegas Association of REALTORS
Page 10 of 10	Authorized Agent for Broker Owner Owner

