



## RESIDENTIAL PROPERTY MANAGEMENT AND BROKERAGE AGREEMENT

This PROPERTY MANAGEMENT AND BROKERAGE AGREEMENT ("Agreement") governs (check one only): ☐ a single managed Property only, located at: \_\_\_\_\_, and described further in "Exhibit A", or ☐ for multiple managed properties, see "Exhibit A" attached hereto, and referred to here collectively as "Property" and is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between OWNER'S Name: \_\_\_\_\_, OWNER'S Name: \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Broker/Designated Property Manager"), by and through its authorized agent \_\_\_\_\_ ("Agent"), Property Management License Number \_\_\_\_\_; who is duly licensed to manage the Property. In consideration of the mutual terms of this Agreement the parties agree as follows:

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

**TO OWNER:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**TO BROKER/DESIGNATED PROPERTY MANAGER:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

All notices under this Contract will be in writing and will be delivered by personal service, email, facsimile or certified mail to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth above. Notices shall be effective as of the date the notice is faxed, emailed or mailed (whichever is later). No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

**2. EMPLOYMENT OF MANAGING BROKER/DESIGNATED PROPERTY MANAGER**

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

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

1  
2 **(B) Relationship of Broker/Designated Property Manager to Owner.** The relationship of the  
3 parties to this Agreement shall be that of principal and agent, and all duties to be performed by Broker/Designated  
4 Property Manager under this Agreement shall be on behalf of Owner, in Owner's name and for Owner's account.  
5 In taking any action under this Agreement, Broker/Designated Property Manager shall be acting only as agent for  
6 Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other  
7 relationship between the parties or as requiring Broker/Designated Property Manager to bear any portion of losses  
8 arising out of or connected with the ownership or operation of the Property. Broker/Designated Property Manager  
9 shall not at any time during the period of this Agreement be considered a direct employee of Owner. Neither party  
10 shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that  
11 Broker/Designated Property Manager is authorized to act with such additional power as may be necessary to carry  
12 out the spirit and intent of this Agreement. Broker/Designated Property Manager, under this Agreement, shall not  
13 be responsible for delays in the performance of any obligation unless there is an intentional delay caused by  
14 Broker/Designated Property Manager or its agents and employees.

15  
16 **(C) Term.** The term of this Agreement shall be for an initial period of \_\_\_\_\_ years (the "initial  
17 term") beginning on \_\_\_\_\_ 20\_\_\_\_ and ending \_\_\_\_\_ 20\_\_\_\_. Unless earlier  
18 terminated as provided in Section 19 herein, the Agreement will renew annually for successive periods of one (1)  
19 year each.

20  
21 **3. BROKER/DESIGNATED PROPERTY MANAGER COMPENSATION AND EXPENSES.** As  
22 compensation for the services rendered by Broker/Designated Property Manager under this Agreement (and  
23 exclusive of reimbursement of the expenses to which Broker/Designated Property Manager is entitled hereunder),  
24 Owner shall pay Broker as follows:

25  
26 **(A) Management Services.** Broker shall be paid the greater of \$\_\_\_\_\_ per month or \_\_\_\_\_%  
27 of the monthly gross collected rents. Payments due to the Broker for periods of less than the scheduled rental  
28 periods shall be prorated. If the property is vacant and until the property is leased, a vacant property fee shall be  
29 paid to the Broker in the following amount (check one):

30 ☐ \$\_\_\_\_\_ flat fee

31 ☐ \$\_\_\_\_\_ per month of vacancy

32  
33 **(B) Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid  
34 a leasing fee, the greater of: \$\_\_\_\_\_ -OR- \_\_\_\_\_% of the first month's rent -OR-  
35 \_\_\_\_\_% of the annual rent.

36  
37 **(C) Set-Up Fee.** For entering the Property into Broker's property management system, Broker shall be  
38 paid a one time, non-refundable fee of \$\_\_\_\_\_. Additionally, Broker shall be paid a one time, non-  
39 refundable fee of \$\_\_\_\_\_ each time a new tenant is placed in the subject property.

40  
41 **(D) Referral Commission.** Owner also authorizes payment of an MLS referral commission to the  
42 referring broker not to exceed \$\_\_\_\_\_. Owner shall pay the commission within thirty (30) days of the  
43 commencement of the lease agreement. Owner understands and agrees that such commission will be paid to any  
44 real estate broker (including Broker leasing staff) who brings a qualified tenant that results in a signed lease.

45  
46 **(E) Lease Renewals.** For Lease renewals, Broker shall be paid a renewal fee, the greater of:  
47 \$\_\_\_\_\_ -OR- \_\_\_\_\_% of the first month's rent -OR- \_\_\_\_\_% of the annual rent.

48  
49 **(F) Advertising.** Owner agrees to pay in advance for any and all advertisements placed on Owner's  
50 behalf. The minimum advertising fee is \$\_\_\_\_\_. Unless specified by Owner in writing, Owner agrees that all  
51 advertising (including choice of media) shall be made in the Broker/Designated Property Manager's sole discretion.

OWNER'S Name:\_\_\_\_\_ OWNER'S Name:\_\_\_\_\_

1  
2 (G) **Interest on Unpaid Sums.** Any sums due Broker under the terms of this Agreement, and not paid  
3 within 30 days after such sums have become due, shall bear interest at the rate of \_\_\_\_% per annum.  
4

5 (H) **Extraordinary Services.** An hourly fee of \$\_\_\_\_\_ per hour shall be paid to Broker for all  
6 necessary or requested tasks not considered normal management duties. These include attendance at eviction or  
7 other court proceedings; HOA meetings, HOA compliance hearings (including Ombudsman hearings) or any other  
8 related activity not considered normal management duties.  
9

10 (I) **Termination Fees.** Additional fees may be due upon Termination of this Agreement pursuant to  
11 Section 19 herein.  
12

13 (J) **Collection Fees.** In the event that Broker/Designated Property Manager institutes any action for the  
14 collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable  
15 under this Agreement, all reasonable costs and attorney's fees incurred by Broker/Designated Property Manager in  
16 connection with collecting under this Agreement.  
17

#### 18 4. BANK ACCOUNTS 19

20 (A) **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or  
21 corporate account, for the deposit of collected receipts in an institution whose deposits are insured by the federal  
22 government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust  
23 Account remain the property of Owner subject to disbursement of expenses by Broker as described in this  
24 Agreement. Any interest accrued on this account will be retained by Broker. Broker/Designated Property Manager  
25 shall notify Owner if a new reserve amount is required.  
26

27 (B) **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall  
28 remit to Broker/Designated Property Manager the sum of \$\_\_\_\_\_ as a reserve. Owner shall maintain  
29 the reserve stated above at all times in the Trust Account to enable Broker/Designated Property Manager to pay the  
30 obligations of Owner under this Agreement as they become due. Broker/Designated Property Manager shall notify  
31 Owner if additional funds are required.  
32

33 (C) **Broker/Designated Property Manager is not required to advance funds.** If the balance of the  
34 Trust Account is at any time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days  
35 after notice, remit to Broker/Designated Property Manager sufficient funds to cover the deficiency and replenish the  
36 contingency reserve. In no event shall Broker/Designated Property Manager be required to use its own funds to pay  
37 such disbursements, nor shall Broker/Designated Property Manager be required to advance any monies to Owner or  
38 to the Trust Account.  
39

40 (D) **Security Deposit Trust Account.** Broker/Designated Property Manager shall maintain a separate  
41 Security Deposit Trust Account for security and other deposits.  
42

#### 43 5. COLLECTION OF RENTS AND OTHER RECEIPTS 44

45 (A) **Broker/Designated Property Manager's Authority.** Broker/Designated Property Manager shall  
46 collect all rents, charges and other amounts receivable on Owner's account in connection with the management and  
47 operation of the Property. Such funds shall be deposited in the Trust Account maintained by Broker/Designated  
48 Property Manager for the Property.  
49  
50

OWNER'S Name:\_\_\_\_\_ OWNER'S Name:\_\_\_\_\_

1 (B) **Special Charges.** If permitted by applicable law, Broker/Designated Property Manager may  
2 collect from the Tenants and retain any and or all, but not limited to the following: an administrative charge for late  
3 payment of rent, a charge for returned or non-negotiated checks, interest, a rental application fee and any other fees  
4 as determined by Broker/Designated Property Manager. Late fees will be retained by:

5 ☐ Owner

6 ☐ Broker/Designated Property Manager

7 ☐ Split \_\_\_\_\_

8  
9 (C) **Security Deposit Trust Account.** Broker/Designated Property Manager shall collect a security  
10 deposit and deposit it into the Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest  
11 earned on tenant security deposits shall be retained by Broker/Designated Property Manager.

12 **6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS**

13  
14 (A) **Operating Expenses.** From the Trust Account, Broker/Designated Property Manager is hereby  
15 authorized to pay for all expenses and costs of operating the Property and for all other sums due Broker/Designated  
16 Property Manager under this Agreement, including Broker/Designated Property Manager's compensation.

17  
18 (B) **Debt Service.** If Owner and Broker/Designated Property Manager mutually agree in writing,  
19 Owner shall give Broker/Designated Property Manager advance written notice of at least thirty (30) days to make  
20 any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments  
21 or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker/Designated Property  
22 Manager to make such payments after the beginning of the term of this Agreement, Broker/Designated Property  
23 Manager shall have the authority to name a new contingency reserve amount, and Owner shall maintain this new  
24 contingency reserve amount at all times in the Trust Account.

25  
26 (C) **Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency  
27 reserve amount as specified in Section 4(b), Broker/Designated Property Manager shall transmit the cash balances  
28 to Owner or as otherwise directed by the client in writing. Net proceeds are defined as the amount after all costs and  
29 expenses are deducted by Broker/Designated Property Manager from the gross proceeds from the Property

30  
31 **7. FINANCIAL AND OTHER REPORTS**

32  
33 (A) **Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS)  
34 forms and meet all IRS requirements. Owner agrees to provide Broker/Designated Property Manager with  
35 appropriate IRS forms (e.g., W-9) before any funds are disbursed to Owner.

36  
37 (B) **Reports.** Broker/Designated Property Manager shall furnish Owner with a statement of cash  
38 receipts and disbursements from the operation of the Property monthly. In addition, Broker/Designated Property  
39 Manager shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on  
40 by both parties. Broker/Designated Property Manager shall submit appropriate forms as required by the IRS at the  
41 conclusion of each calendar year.

42  
43 (C) **Foreign Investments In Real Property Tax Act (FIRPTA).** Pursuant to the Internal Revenue Code  
44 Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any  
45 non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions  
46 provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or  
47 foreign corporation, Broker/Designated Property Manager will require a written statement pursuant to the  
48 controlling IRS Code Section.

49  
50 Owner \_\_\_\_\_ (is) –OR– \_\_\_\_\_ (is not) a non-resident alien individual, fiduciary, foreign partnership or  
51 foreign corporation.

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

1    **8.      LEASING AND RENTING**

2  
3        **(A)      Authority.** Broker/Designated Property Manager is authorized to negotiate, prepare and sign all  
4 leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All  
5 costs of leasing shall be paid out of the Property Trust Account. Leases are to be written on Broker/Designated  
6 Property Manager's standard lease forms.

7  
8        **(B)      Forfeited Holding Fee.** Broker/Designated Property Manager may collect from Applicants a  
9 Holding Fee, in exchange for an agreement to reserve the premises for Applicant and take the premises off the  
10 rental market for a period of time as set forth and governed by a Holding Fee Agreement. In the event Applicant  
11 fails to enter into a Lease Agreement and their Holding Fee is forfeited, Holding Fee will be retained by:

12            ☐ Owner

13            ☐ Broker/Designated Property Manager

14            ☐ Other \_\_\_\_\_  
15 \_\_\_\_\_  
16

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

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

31  
32        **(E)      KEYBOX:** Owner \_\_\_ **does -OR- \_\_\_ does not** authorize Broker/Designated Property Manager to  
33 install a keybox (\_\_\_ **electronic -OR- \_\_\_ mechanical**) in connection with the showing of the Property. A  
34 mechanical keybox is a combination-type box that can be opened by anyone who has access to the  
35 combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing  
36 for ease of showing. The code is a confidential field that is not intended to be available to the public. Owner  
37 acknowledges that they have been advised that:

38  
39            a. The purpose and function of the keybox is to permit access to the interior of the Property by all members  
40 of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

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

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

43            d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by  
44 the Owner or the Property Manager;

45            e. Owner \_\_\_ **does -OR- \_\_\_ does not** authorize Broker/Designated Property Manager to issue "One Day  
46 Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to  
47 allow access to the keybox key compartment. Broker/Designated Property Manager shall only issue such codes to  
48 licensed professionals. Broker/Designated Property Manager further agrees to use all reasonable means to verify the  
49 identity of said licensed professionals.

50  
OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_



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

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

**10. OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the Property's 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. In addition, some, but not all, of these websites may display an automated estimate of the market value of the 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/Designated Property Manager that I/we **DO NOT** want the listed Property to be **displayed on the Internet** (the listing will not appear on any Internet site). In selecting this option, Owner understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

b. \_\_\_\_\_ I/we have advised the Broker/Designated Property Manager that I/we **DO NOT** want the **address** of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing).

c. \_\_\_\_\_ I/we have advised the Broker/Designated Property Manager 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).

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

—OR—

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

## **11. REASONABLE MAINTENANCE AND REPAIR**

(A) **Ordinary/Emergency Maintenance Repair.** Broker/Designated Property Manager 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 \$\_\_\_\_\_ must be approved by Owner in advance, with the following exceptions (1) in an emergency where repairs are immediately necessary for the preservation and safety of the Property, (2) to avoid the suspension of any essential service to the Property, (3) to avoid danger or life of property, or (4) to comply with federal, state or local law.

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

Owner hereby expressly authorizes Broker/Designated Property Manager to assist in scheduling work to repair or maintain the subject property pursuant to Nevada Revised Statute 624.031(11). Both parties acknowledge that the Broker/Designated Property Manager will receive no additional compensation for this assistance. Both parties further acknowledge that this authorization is only valid for work that does not require a building permit or does not exceed \$10,000.00 every six months.

**(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. Owner will replace smoke detector equipment as needed.

**12. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, negotiate for the provision 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/Designated Property Manager to communicate with the respective utility companies and service providers and make changes to services as Broker/Designated Property Manager deems necessary during the term of this Agreement. Should at any time a tenant fail to maintain utilities and essential services, Owner shall be responsible for any and all related costs.

### **13. 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. Said insurance shall comply with applicable Nevada law. The deductible required under such insurance policies shall be Owner's expense. Broker/Designated Property Manager shall be named as an additional insured on all liability insurance maintained with respect to the Property and provide proof of same within fifteen days (15) of the execution of this agreement. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker/Designated Property Manager, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker/Designated Property Manager with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker/Designated Property Manager with a certificate evidencing fire and liability insurance or with duplicate copies of such policies within fifteen days (15) of the execution of this agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker/Designated Property Manager as well as Owner and shall require a minimum of thirty (30) days written notice to Broker/Designated Property Manager before any cancellation of or changes to such policies. **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]

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

**14. SAVE HARMLESS.** Owner shall indemnify, defend and save Broker/Designated Property Manager harmless from any and all loss, investigation, suits, damage, cost, expense (including attorney's fees) liability or claims incurred or occurring in, on or about the Property.

**15. BROKER/DESIGNATED PROPERTY MANAGER ASSUMES NO LIABILITY.** Broker/Designated Property Manager assumes no liability for any damages, losses, or acts of omission by the Tenant. Broker/Designated Property Manager assumes no liability for any acts or omissions of Owner or previous Owners or previous brokers. Broker/Designated Property Manager assumes no liability for default by any tenant. Broker/Designated Property Manager 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/Designated Property Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Broker/Designated Property Manager shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

1 **16. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

2  
3 (A) **Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in  
4 connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair  
5 employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal  
6 discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status,  
7 elderliness or all other protected classes; provided, however, that Owner shall not be responsible to  
8 Broker/Designated Property Manager for any such expenses if Broker/Designated Property Manager is finally  
9 adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing  
10 contained in this Agreement shall obligate Broker/Designated Property Manager to employ legal counsel to  
11 represent Owner in any such proceeding or suit.  
12

13 (B) **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker/Designated  
14 Property Manager in obtaining legal advice regarding compliance with any law affecting the Property. If such  
15 expenditure also benefits other principals of Broker/Designated Property Manager, Owner shall pay an apportioned  
16 amount of such expense.  
17

18  
19 **17. REPRESENTATIONS**

20  
21 (A) **Owner Representations.** Owner represents and warrants that Owner has full power and authority  
22 to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed  
23 tenant leases, copies of which have been furnished to Broker/Designated Property Manager; that there are no  
24 recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the  
25 purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the  
26 operation of the Property have been secured and are current; that the building and its construction and operation do  
27 not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information  
28 supplied by Owner is dependable and accurate. **OWNER REPRESENTS THAT ANY LOANS, NOTES,**  
29 **MORTGAGES, TAXES, DUES, UTILITIES OR TRUST DEEDS ARE PAID AND ARE CURRENT**  
30 **WITHOUT DEFAULTS;** and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will  
31 be reported to Broker/Designated Property Manager within 14 business days of Owner's receipt of Notice of  
32 Default (which commences foreclosure proceedings). **OWNER FURTHER REPRESENTS THAT NO LIENS OF**  
33 **ANY TYPE (INCLUDING HOA AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED**  
34 **AGAINST THE PROPERTY. OWNER UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE**  
35 **WHILE THE PROPERTY IS IN ANY FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN**  
36 **DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND**  
37 **CRIMINAL PROCEEDINGS. Owner Initials [ ] [ ]**  
38

39 (B) **Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party  
40 to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or  
41 suggests the amount of compensation for any service rendered pursuant to this Agreement.  
42  
43  
44  
45  
46

47 *(This Space Intentionally Left Blank)*  
48  
49  
50  
51  
52

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_



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

13 **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]   
14  
15

16 **19. TERMINATION**

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

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

47 **Owner Initials** [\_\_\_\_\_] [\_\_\_\_\_]   
48  
49  
50  
51

OWNER'S Name:\_\_\_\_\_ OWNER'S Name:\_\_\_\_\_

1 (C) **Leasing Fee Survives.** In addition to the amounts specified in paragraph A of this Section, if  
2 Owner terminates this Agreement before the termination date in Section 2(c) and/or before the Property is leased,  
3 and within \_\_\_\_\_ calendar days of the termination the Property is leased to anyone with whom the  
4 Broker/Designated Property Manager has had negotiations or to whom the Property was shown prior to the  
5 termination, Broker/Designated Property Manager shall be paid the Leasing Fee set forth in Section 3(B) and the  
6 referral commission set forth in Section 3(D). This paragraph (C) shall not apply if Owner enters into a valid  
7 brokerage agreement with another licensed real estate Broker/Designated Property Manager after termination of  
8 this Agreement.  
9

10 **20. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties  
11 contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require  
12 Owner to have insured or to defend, reimburse or indemnify Broker/Designated Property Manager shall survive any  
13 termination. If Broker/Designated Property Manager becomes involved in any proceeding or litigation by reason of  
14 having been Owner's Broker/Designated Property Manager, such provisions shall apply as if this Agreement were  
15 still in effect.  
16

17 **21. MISCELLANEOUS**  
18

19 (A) **Rights Cumulative; No Waiver.** The exercise of any right or remedy provided in this Agreement  
20 shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to  
21 this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this  
22 Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of  
23 such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may  
24 be exercised from time to time and as often as may be deemed expedient by the party exercising such right or  
25 remedy.  
26

27 (B) **Agreement to Mediate.** All parties agree to engage in mediation through the Greater Las Vegas  
28 Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a  
29 dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the  
30 other party court costs and reasonable attorney's fees to be determined by the court or mediator. **Owner Initials**  
31 [\_\_\_\_\_] [\_\_\_\_\_] **Broker/Designated Property Manager Initials** [\_\_\_\_\_] [\_\_\_\_\_]   
32

33 (C) **Headings.** All headings and subheadings in this Agreement and in the accompanying List of  
34 Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction  
35 or interpretation of any provision of this Agreement. This Agreement shall be interpreted according to the fair and  
36 common meaning of its terms and shall not be construed in favor of, or against, either of the parties hereto by  
37 reason of the extent to which this Agreement or any such provision hereof (i) is inconsistent with any prior draft  
38 hereof or (ii) was drafted by one party or the other to this Agreement.  
39

40 (D) **Waiver, Modification and Amendment.** No provision of this Contract may be waived unless in  
41 writing, signed by all of the parties hereto. Waiver of any one provision of this Contract shall not be deemed to be a  
42 continuing waiver or a waiver of any other provision. This Contract may be modified or amended only by a written  
43 contract executed by all of the parties hereto.  
44

45 (E) **Assignment; Subcontracting.** Neither this Contract nor any duties or obligations hereunder shall  
46 be assigned, transferred, or subcontracted by either party without the prior written approval of either party, which  
47 approval may be withheld in the sole and absolute discretion of non-assigning party.  
48

49 (F) **Partial Invalidity.** If any provision of this Contract is held by a court of competent jurisdiction to  
50 be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being  
51 impaired or invalidated in any manner.

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

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

5  
6           **(H)     Waiver of any default, breach or failure to perform under this contract** is not deemed to be a waiver  
7 of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to  
8 perform is not construed to be a modification of the terms of this contract unless reduced to writing as an  
9 amendment to this contract.

10  
11 **22.     APPLICABLE LAW.** The interpretation of this Agreement shall be governed by the laws of the State of  
12 Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Property is  
13 located.

14  
15 **23.     COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their  
16 respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and  
17 signed by the parties. There are no warranties or representations not herein contained. This Agreement sets forth  
18 the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and  
19 all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof.  
20 This Agreement represents the entire agreement between the parties and is entered into freely and voluntarily with  
21 full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of them,  
22 (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to execution of  
23 this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign the  
24 Agreement with the intent to be fully bound thereby.

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

29  
30 **25.     ADDITIONAL TERMS:**  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
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43 \_\_\_\_\_  
44 \_\_\_\_\_

OWNER’S Name:\_\_\_\_\_ OWNER’S Name:\_\_\_\_\_

1 \_\_\_\_\_  
2 \_\_\_\_\_  
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10 \_\_\_\_\_  
11 \_\_\_\_\_

12  
13  
14 BROKERAGE/DESIGNATED PROPERTY MANAGER: \_\_\_\_\_  
15 (Company Name)  
16

17 By: \_\_\_\_\_  
18 Authorized Agent for Broker Date Owner Signature Date  
19  
20 Property Management License Number: \_\_\_\_\_  
21 Printed Name  
22

23  
24 By: \_\_\_\_\_  
25 Broker and or Date Owner Signature Date  
26 Designated Property Manager  
27  
28 Printed Name  
29  
30

OWNER'S Name: \_\_\_\_\_ OWNER'S Name: \_\_\_\_\_

**EXHIBIT A  
PROPERTY INFORMATION**

---

**OWNER NAME:** \_\_\_\_\_

**SIGNER NAME (** \_\_\_\_\_

**PROPERTY INFORMATION** (please fill in blanks and/or circle applicable items--especially BOLD items)

YR BUILT: \_\_\_\_\_ APPROX SQFT: \_\_\_\_\_ #BDRMS: \_\_\_\_\_ #BATHS: \_\_\_\_\_ #CAR GARAGE: \_\_\_\_\_ #REMOTES: \_\_\_\_\_ #KEYS: \_\_\_\_\_ #MAIL KEYS: \_\_\_\_\_

GARAGE CODE: \_\_\_\_\_ GATE CODE: \_\_\_\_\_ ALARM CODE: \_\_\_\_\_ PARKING SPACE/CARPORT#: \_\_\_\_\_ MAILBOX# \_\_\_\_\_

**APPLIANCES INCLUDED FOR TENANTS USE:**

**FRIDGE:** \_\_\_\_\_ **RANGE:** \_\_\_\_\_ GAS \_\_\_\_\_ ELEC \_\_\_\_\_

**WASHER:** \_\_\_\_\_ **MICROWAVE:** \_\_\_\_\_

**DRYER:** \_\_\_\_\_ GAS \_\_\_\_\_ ELEC \_\_\_\_\_ **WATER SOFTENER:** \_\_\_\_\_

OTHER IMPORTANT UPGRADES \_\_\_\_\_ ie. ceiling fans, granite, stainless steel, etc \_\_\_\_\_

---

**HOME WARRANTY:** \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_ POLICY # \_\_\_\_\_ CONTACT # \_\_\_\_\_

**HOME OWNERS ASSOC:** \_\_\_\_\_  
HOA NAME \_\_\_\_\_ CONTACT # \_\_\_\_\_ EMAIL \_\_\_\_\_

**Please email a PDF copy of the CC&R's and Rules and Regulations**

**HOA RESTRICTIONS** (ie. # of pets, breed restrictions, parking restrictions, etc.): \_\_\_\_\_

---

COMMUNITY FEATURES: \_\_\_\_\_ PARK \_\_\_\_\_ CLUBHOUSE \_\_\_\_\_ GYM \_\_\_\_\_ POOL \_\_\_\_\_ SPA \_\_\_\_\_ TENNIS \_\_\_\_\_ PLAYGROUND \_\_\_\_\_ GATED \_\_\_\_\_ GUARD GATED \_\_\_\_\_

OTHER: \_\_\_\_\_

---

**UTILITIES/SERVICES: (OWNER PAYS HOA, TRASH, & SEWER BILL - UTILITIES MUST BE ON UNTIL RENTED!)**

**ELECTRICITY:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_ **WATER:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_ **POOL SERVICE:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_

**GAS:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_ **LANDSCAPING:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_

**ALARM SYSTEM:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_ **PEST CONTROL:** \_\_\_\_\_ Tenant \_\_\_\_\_ Owner \_\_\_\_\_

**PETS ALLOWED:** \_\_\_\_\_ Y \_\_\_\_\_ N \_\_\_\_\_ **Conditions** \_\_\_\_\_

**DESIRED RENT RANGE:** \$ \_\_\_\_\_ TO \$ \_\_\_\_\_

**OUTSTANDING MAINTENANCE** (ie. carpet cleaning, house cleaning, etc.): \_\_\_\_\_

---

**PROPERTY MISC** (ie. property quirks or instructions): \_\_\_\_\_

---

**CURRENT TENANT INFORMATION** (please provide copy of lease if tenant is staying)

**TENANT NAME(S):** \_\_\_\_\_ **HOME#:** \_\_\_\_\_ **CELL#:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **MONTHLY RENT:** \$ \_\_\_\_\_ **DEPOSIT HELD:** \$ \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
**OWNER INITIALS**





Thank you for choosing Rice Real Estate for your property management needs. We look forward to building a successful relationship with you. To get started, please make sure the following steps are complete:

**1. SEND COMPLETED OWNER PACKET TO: [heidi@ricerealestatelv.com](mailto:heidi@ricerealestatelv.com)**

14 pages, consisting of:

- Signed/Initialed Management Agreement & Addendum
- Unit Information Sheet
- W9 form & Nevada Duties Owed

**2. IF YOUR PROPERTY IS PART OF A HOMEOWNER'S ASSOCIATION (HOA OR CIC):**

**A. Email a copy of the CC&Rs and Rules & Regulations to Heidi Rice at: [Heidi@ricerealestatelv.com](mailto:Heidi@ricerealestatelv.com)** These are community rules that a tenant must abide by. We recommend allowing us to have a PDF copy that can be emailed to the tenant. Please also send any other documents that may be required for a tenant to occupy the property (i.e., registration forms, parking permits, etc.)

**B. Send your HOA an authorization notice.**

Stating that Rice Real Estate is authorized to discuss/manage your property with the HOA. Please instruct the HOA to send all future violation notices to our attention, in addition to yours, so that we can ensure the tenants are properly notified. If your HOA will not recognize us as a point of contact, you will need to forward all notices in a timely manner and we will contact the tenant to resolve the issue.

**3. IF YOUR PROPERTY IS CURRENTLY RENTED:**

**A. Email a copy of the lease to Heidi Rice at: [heidi@ricerealestatelv.com](mailto:heidi@ricerealestatelv.com)**

The Security Deposit will also need to be forwarded to Rice Real Estate to be deposited and held in a Trust Account. Nevada law requires Property Managers to hold a tenant's security deposit in a trust account *separately* from the owner funds.

## FREQUENTLY ASKED QUESTIONS:

▪ **WHO SELECTS THE TENANT?**

Management companies are governed by Federal and State Fair Housing Laws. For this reason, we have strict guidelines in the processes we use to select tenants and what we do with the information that we collect. We have an established criteria we use to select tenants. Some of the primary factors are: credit score and history, criminal records, past rental history, and proof of income. The short answer to this question is we select the tenant.

▪ **WHAT SERVICES ARE PROVIDED BY RICE REAL ESTATE?**

Our property management services include: showing of property, tenant screening, executing leases, lease renewals, collecting rents, scheduling of interior/exterior property inspections with a 3rd party vendor, distribution of rents (including payments to vendors of any maintenance costs), coordinating move-in/move-out processes, facilitating tenant communication and owner communication, monthly financial statements, and initiation of the eviction process with a 3<sup>rd</sup> party vendor (not to include costs related to filing fees, posting fees, legal, and court costs).





1. LEASING: Manager will advertise the Property, and all parts thereof, for rent and may display "For Rent" signs thereon (if allowable by CIC). Manager shall approve applicants, negotiate and execute leases, and renew or cancel leases relating to the Property. Manager shall terminate tenancies and sign and service for the Owner such notices as Manager deems appropriate. Manager shall be able to institute legal actions in the name of the Owner and evict tenants and recover possession of the Property.
2. RENTS, DEPOSITS, AND OTHER COLLECETED FEES: Manager shall collect rents and collect and disburse security deposits and other deposits. Manager shall deposit rents and deposits collected on behalf of Owner into separate trust accounts at a qualified banking institution (currently Wells Fargo) as required by Nevada law. The portion of rents due to Owner is to be dispersed to Owner by the 10<sup>th</sup> of each month that rent is collected unless the rent is not received by the due date. All tenants' deposits collected by manager to be held in Manager's trust account. All late fees, NSF fees, and other fees collected from any tenant by Manager shall be retained as Manager's compensation for performing such related duties. Manager shall not incur any liability for bankruptcy or failure of the depository.
3. REPAIRS, MAINTENANCE AND ADVANCED FUNDS: As stated on page 6 of the Property Management Agreement, line 45-52, Manager agrees to obtain Owner's prior authorization for any expense in excess of \$300, except monthly or recurring operating charges, emergency/habitability repairs (NRS 118A), or in the event the Owner is not reasonably available for consultation and the Manager deems necessary such repairs for the protection of the property or the tenants. Manager is not required nor obligated to advance funds on behalf of the Owner.
4. Owner represents that any loans, notes, mortgages, taxes, HOA dues, or trust deeds are paid and are current without defaults, and that any defaults on any of the aforementioned defaults will be reported to Manager within seven (7) business days of Owner's receipt of notice of default. If any of the aforementioned defaults are commenced upon the Property and not disclosed to the Manager within seven (7) days, this shall constitute a material breach of this agreement.

**Direct Deposit Information (ACH):**

NAME ON ACCOUNT

ROUTING#:

ACCOUNT#:

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.

By: \_\_\_\_\_  
Heidi Rice  
Authorized Agent for Manager

Date \_\_\_\_\_

By: \_\_\_\_\_  
Owner Signature  
Date

By: \_\_\_\_\_  
Owner Signature  
Date

# RENTAL APPLICATION SCORING CARD

**\*\*TO BE COMPLETED BY PROPERTY MANAGER\*\***

Name of Applicant(s): \_\_\_\_\_

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

- **YES OR NO.** Can Applicant(s) Prove 3x's Rent in monthly income? If NO, cosignor will be considered.
- **YES OR NO.** Does Applicant currently owe for unpaid utilities, or owe money to a former landlord, or have been evicted from a rental within the last five (5) years? If YES, application denied.
- **YES OR NO.** If felony in the last 10 years (drugs, violent crimes) application declined. 14 days to appeal.

<u>RATING CATEGORY</u>	<u>SCORING</u>			
Length of field of employment	0 0-12 mos.	1 12-24 mos.	2 24-36 mos.	3 36+ mos.
Credit (F.I.C.O.) Score	0 <619	1 620-679	2 680-719	3 720+
Debt to income ratio (new rent + loan payments combined for all Tenants)	0 50%	1 45%	2 40%	3 35%
Payment History	0 No pmt history, multiple late pmts collections, NSF Check(s)	1 Late payment only (1) 30 day late	2 No late pmt last 24 months w/ credit Discharged BK ok	3 Clean pmt history, Short Sale OK
Cash reserves of monthly rent	0 0 mos.	1 1-2 mos.	2 3 mos.	3 4+ mos.
Length at Previous Residence	0 less than 12 mos.	1 12-18 mos.	2 18-24 mos.	3 24+ mos.
Late Rent or Mortgage last 12 months (eviction initiated or unverifiable = automatic zero)	0 3+ late	1 2 late	2 1 late	3 0 late

<b>16+, No Pets</b>	Approved with minimum security deposit equal to one (1) month's rent + key fee & cleaning dep
<b>16+, with pet(s)</b>	Subject to Owner's approval in PM Agreement. Security deposit increases by \$300 each pet.
<b>12-15</b>	Approved with double security deposit + other required deposits and fees. If pets, subject to owner's approval in PM Agreement with additional increase of \$300-\$500 deposit per pet.
<b>Less than 12</b>	Application declined. Qualified co-signers will be considered.

Property Manager:	Date:
Notified Applicant:	Date:
FCRA Letter:	Date:





**EXAMPLES (not all inclusive) of Tenant Damage versus “Normal Wear and Tear”:** Normal wear and tear can be confusing for many. Normal wear and tear is essentially the deterioration of an item that occurs under normal conditions. Tenant damage usually requires more extensive repair, and at a greater cost than “normal wear and tear”, and are often the result of a tenant’s abuse or negligence that is above and beyond normal wear and tear.

Normal costs of turning over a rental property after a tenant vacate MAY NOT be charged to the **TENANT**. The costs an **OWNER** incurs for the basic cleaning and repairing of such items necessary to make a unit “rent ready” for the next **TENANT** are part of the cost of doing business. The following is a list of items typically attributable to routine use or “normal wear and tear”.

<b>NORMAL WEAR AND TEAR</b>	<b>DAMAGES</b>
Worn or loose hinges on doors or locks	Doors with holes. Broken doors. Damage to door or doorframe from forced entry.
A few small nail holes, minor marks on or nicks in wall	Large or substantial holes or dents in wall.
Scuffed up floors	Badly scratched or gouged floors
Loose or inoperable faucet	Broken or missing faucet.
Toilet runs or wobbles	Broken toilet seat or tank top
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover
Carpeting/blinds showing average wear or fading by sun	Torn, stained or burned carpeting or curtains
Vinyl flooring worn thin	Vinyl flooring with tears, holes or burn marks
Worn or scratched enamel or stains on old porcelain fixtures that have lost their protective coating	Chipped and broken enamel in sinks and bathtubs or grime-coated bathtub and/or toilet
Bathroom mirror beginning to “desilver”.	Mirrors broken, missing or caked with grime
Worn gaskets on refrigerator	Broken refrigerator shelves, trays, bins or bars
Worn countertop	Burns or cuts in countertop
Cabinet doors that will not close	Greasy, sticky or broken cabinets and interiors.
Closet door off track	Damaged or missing closet door
Dusty blinds	Missing, broken or bent slats on blinds
Cracked window pain from faulty foundation, building settling or high wind	Broken windows or torn or missing screens
Food odors or smoke that dissipate over a few hours	Smoke damage to paint from smoking or burning candles or burning incense
Loose grout or tiles	Missing or cracked tiles
Partially clogged sinks caused by hard water	Clogged or damaged toilet caused by improper use
A dead bush or two which exceeded their lifespan	Neglected landscaping which must be replaced with similar plantings

After determining if an item requires replacement due to a Tenant’s abuse or neglect (not normal wear and tear), to calculate Tenant’s responsibility, a Landlord must know: (a) actual cost to replace the item, (b) how long an item would be expected to be useful before it wears out (its “useful life”), (c) current age of the item, and (d) its remaining useful life. Landlord may only charge Tenant for the remaining useful life of an item.





**Sample Life Expectancy Chart per the  
United States Department of Housing and Urban Development\***

Hot Water Heaters	10 years	All Units
Plush Carpeting	5 years	Family
	7 years	Elderly
Air Conditioning Units	10 years	All Units
Ranges	20 years	All Units
Refrigerators	10 years	All Units
Interior Painting-Enamel	5 Years	Family
	7 Years	Elderly
Interior Painting-Flat	3 Years	Family
	5 Years	Elderly
Tiles/Linoleum	5 Years	Family
	7 Years	Elderly
Window/Shades/Screens/Blinds	3 Years	All Units

\*If these items were in good condition at the time of move in, at it can be shown that damage, above normal wear and tear has been sustained, than a charge against the Tenants security deposit can be applied.

**Example:**

Cost of new dishwasher: \$400  
Useful life of dishwasher: 10 years  
Age of dishwasher at the end of tenancy: 4 years  
Remaining useful life: 6 years (10 years less 4 years)  
Tenant Responsibility:  $\$400 \times .60 = \$240$





# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## 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 \_\_\_\_\_  
whose license number is \_\_\_\_\_. The licensee is acting for [client's name(s)] \_\_\_\_\_  
\_\_\_\_\_ who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.

**Broker:** The broker is \_\_\_\_\_, whose  
company is \_\_\_\_\_.

### 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.
  - b. 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 \_\_\_\_\_ may **or** \_\_\_\_\_ may not,  
(Client Initials) (Client Initials)  
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.

_____	_____	_____	_____	_____	_____
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>
_____	_____	_____	_____	_____	_____
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>



## **\*\*REMINDER\*\***

Homeowner's Insurance is required.

Rice Real Estate needs to be listed as "Additionally Insured" on the liability portion of the policy (section 2):

Rice Real Estate  
8275 S. Eastern Ave #200-280  
Las Vegas, NV 89123

Here is a list of some insurance carriers offering the HO 04 41 additionally insured endorsement:

1. State Farm
2. SafeCo
3. Farmers (Foremost)
4. Century National
5. Liberty Mutual
6. American Family
7. USAA
8. MetLife
9. First American

Here is a list of some insurance carriers \*not\* offering the additionally insured endorsement: Geico, Allstate, AAA, Travelers and Progressive.

Owner: \_\_\_\_\_

Date \_\_\_\_\_

Owner: \_\_\_\_\_

Date \_\_\_\_\_

8275 S. Eastern Ave #200-280 Las Vegas, NV 89123 office: (702) 551.9592 email: [office@ricerealestatelv.com](mailto:office@ricerealestatelv.com)

