

REAL PROPERTIES MGMT. GROUP, INC.
3283 E WARM SRPINGS RD. #300
LAS VEGAS, NV 89120
(702) 933-7764 OFFICE (702) 933-7774 FAX

PROPERTY MANAGEMENT AGREEMENT

Date of Agreement: Hereinafter referred to as "Contract Date"
Property Address: Hereinafter referred to as "Premises"
Owner: Hereinafter referred to as "Owner"
Manager: Hereinafter referred to as "Agent" or
"Real Properties Mgmt. Group, Inc."

This property management agreement, entered into on the Contract Date, by Owner and Agent subject to the following terms and conditions:

I. *Employment and Authority of Agent*

- A. The Owner hereby appoints Real Properties Mgmt. Group, Inc. as their sole and exclusive agent to rent, lease, manage and operate the premises located at _____ For this purpose, that Agent is authorized to secure the services of other real estate Brokers, place newspaper and magazine advertising and post renting signs on the premises.
- B. The Agent is empowered to sign leases on behalf of the Owner and to enforce the provisions of the same and to institute legal action or other proceedings, to collect rents and other sums due and to dispossess tenants and other persons from the premises.
- C. It is understood and agreed that Real Properties Mgmt. Group, Inc. is the sole and procuring cause of any lease, written or oral that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owners themselves.

II. *Specific Authority on Repairs and Alterations*

The Owner authorizes the Agent to perform the following services:

- A. Purchase necessary supplies, to contract fully for utility services as needed, including vermin extermination, trash removal and other services which the Agent shall deem advisable and to make any ordinary repairs alterations or decorations to the premises, provided that the expenditure for any one item shall not exceed the sum of \$ _____, without the express written consent of the Owner.
- B. The Agent may approve repairs above said amount if the Owner is not readily available and Agent deems the repair to be of an emergency nature.
- C. The Agent will use diligence in contracting for repairs and other services and will have the right to hire, discharge, supervise and pay any employees, servants or contractors for work performed. The agent will no be liable to the Owner or others for any act or omission on the part of such employees or other workman, if the Agent has taken reasonable care in their employment.

III. *Responsibilities of the Agent*

In addition to the forgoing authorizations, the Agent will perform the following function on the Owner's behalf during the term of this agreement and any subsequent renewal period:

- A. Collect all the rents and income due from tenants when such amounts become due and deposit same into a trust account maintained by the Agent. Withdraw from such account all funds needed for the proper disbursements for expenses payable by the owner including, without limitation, the Agent's compensations, late penalties and eviction fees. **Agent cannot guarantee rents will be paid and/or collected when due, but will use diligence to exercise his duties.**
- B. Collect security deposits under any lease and place into trust accounts as required by law. Agent shall retain any interest accrued by said account. Disposition of all deposits will be applied first to legal expenses, late fees, past rent and repairs. All deposits will be returned to tenants according to NRS 645 or to the rulings of the court.
- C. Maintain accurate and complete accounting records of all receipts and disbursements and to submit once a month a written statement to the Owner. Said statement will include a copy of any invoices or paid bills on the Premises. Monthly reports will be mailed to Owner no later than 15th of the month.
- D. To hire, discharge and supervise all labor and employees required for operation and maintenance of the Premises. It being agreed that all employees and contractors shall be deemed the employees of the Owner and not the Agent and that Agent shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment or retention. All costs for the same shall be an expense of the Owner.
- E. To make contracts for electricity, gas, fuel, water, telephone, window cleaning, ash or rubbish hauling and other services or such of them as the Agent shall deem advisable. The Owner shall assume the obligation of any contract so entered into the termination of this agreement.

IV. *Compensation*

In consideration of the services rendered by the Agent, the Owners agree to pay the Agent any or all of the following forms of compensation as may be applicable:

- A. Management: A fee shall be paid the greater of \$100.00 per month or ten (10%) of the monthly rent and other income from the premises, including but not limited to any and all sums collectible from any lease, security deposits retained as lost rents and monies received under summary judgements.
- B. Leasing: The sum of \$250.00 shall be paid to the Agent each time a lease is generated. If for any reason the tenant shall vacate the premises prior to term of lease, the cost to release the property shall be deducted from the tenant's security deposit.
- C. Advertising: Owner shall pay the actual cost of advertising on the property. When property is vacant, Owner shall deposit a \$200.00 advertising deposit with Agent. Advertising is charged to owner monthly.
- D. Lease Charges: Late charges, un-collectable check charges, application fees and any eviction costs charged to tenants under any lease shall be retained by Agent. Any hard costs for eviction (i.e. 5 day notice, 24 hour notice, court appearance fees) will be deducted from tenant's deposit and shall only be the responsibility of the Owner if amount exceeds Tenant deposit.
- E. Early Termination: In the event the Owner terminates this agreement prior to the termination date of the tenants lease or termination date of this agreement, the Owner shall pay the Agent the fees that would accrue for the balance of the term of the lease currently in effect or an amount equal to three (3) months rent if the current lease is a month to month lease.
- F. Property Analysis Fee: \$200.00 fee is assessed if contract is canceled prior to tenant being secured into property.

V. *Indemnification*

- A. The Owner shall save the Agent harmless from all suits for damages in connection with the proper management of the premises and from liability for the injuries suffered or damaged caused by any person while on the premises.
- B. The Owner shall carry, at owner's expense, sufficient public liability insurance with the agent designated as an additional insured.

VI. *Due Agent Amounts*

- A. Per NRS, Agent may not let Owner's trust account run delinquent in excess of 15 days. If at any time Owner allows account to reach negative status and does not reimburse Agent within the time frame permitted, Agent will reimburse said amount. If Agent advances funds, Owner will be assessed a transaction fee of \$75.00 plus balance will accrue interest at a rate of eighteen (18%) percent.

VII. *Term of Agreement*

- A. Term of agreement shall be one year from contract date.
- B. If not terminated, contract will automatically renew for one year periods from the contract date.

VIII. *Termination of Contract*

- A. Contract may be terminated with a thirty (30) day written termination notice.
- B. Contract may be terminated early as per Early Termination clause.
- C. Owner shall notify Agent in writing at least sixty (60) days prior to the expiration of any lease of his intent to return to the premises or sell premises so that Agent may restrict re-rental to month to month contract.

IV. *Voluntary Cancellation by Agent*

Notwithstanding any other provisions of the agreement, the Agent may elect to cancel this agreement upon the occurrence of any of the following circumstances:

- A. In the event of a sale or demolition of the premises.
- B. If a petition of bankruptcy is filed by either of the Owners or the Agent, or if either party shall take an assignment for the benefit of creditors or to take advantage of any insolvency act.
- C. If the Owners shall fail to comply with any rule, order, determination ordinance or law of any Federal, State or Local authority relating to the operation of the premises, or fail to permit the premises to be kept in habitable condition.

IX. *Binding Authority*

- A. This agreement shall be binding upon the successors and assigns of the Agent and the heirs, administrators, executors, successors and assigns of the Owners.

X. *Special Instruction*

The agent is hereby instructed and authorized to pay from owner's proceeds the following (copies of current statements will be required):

Association Dues	\$ _____	Acct# _____
Trash Service	\$ _____	Acct # _____
Sewer Service	\$ _____	Acct # _____

XI. *Property Inspections*

A. Agent will make periodic inspections of the property or upon Owner's written request and will report matters concerning the conditions of the property to said Owner.

XII. *Other*

- A. **Agent makes no guarantees either verbal or written that the property will be maintained by the tenant and that the security deposit collected will be sufficient to pay for any damages done by the tenant.**
- B. Any small claims suits to recover damages for reimbursements of rents or repairs must be instituted by Owner. If requested, Agent will respond to small claims actions on behalf of the Owner, if Owner agrees to be responsible for any judgement awarded by the court.

In Witness Whereof, the parties have affixed or caused to be affixed their respective signatures this

_____ day of _____.

By: Owner signature

By: Jamie Schmidt, Property Manager

Real Properties Management Group, Inc.

Owner (Printed Name)

Emergency Contact Name

Phone Number

Emergency Contact Phone Number

Mailing Address

City, State, Zip

Social Security Number or Tax ID number