



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Clark Real Estate & Investments, LLC, a Nevada limited liability company (hereinafter referred to as the "BROKER") and \_\_\_\_\_ (hereinafter referred to as the "OWNER").

Recitals:

A. OWNER desires to appoint BROKER as OWNER's exclusive agent to lease and manage the property described below in this Agreement, and BROKER desires to act as OWNER's exclusive agent for such purposes.

B. The property which is the subject of this Agreement (the "Property") is generally described as follows:

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Property Type (check one): (\_\_\_\_) Single Family Residence; (\_\_\_\_) Condominium; (\_\_\_\_) Townhome; (\_\_\_\_) Commercial/Office; (\_\_\_\_) Duplex, Triplex, Four-Plex etc.; or (\_\_\_\_) Apartment Building [having \_\_\_\_ # of units]

Property Location (physical address): Address: City: State, Zip: APN:

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto, intending to be bound, agree as follows:

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- 1. Term. This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2014 (the "Commencement Date") and shall be for an initial term of twelve (12) months (the "Term"). Either party may cancel this Agreement, with or without cause, prior to the expiration of the Term by giving the other party written notice thirty (30) days in advance of the termination date. However, this Agreement may be cancelled immediately by either party upon written notice to the other if the other party has engaged in illegal or unethical conduct. Upon a party exercising its right to cancel this Agreement, all sums then due and payable to BROKER under this Agreement shall be immediately paid to BROKER in full. Unless this Agreement has been cancelled as provided above, the Term shall be automatically extended for an additional one-year period. All terms and conditions of this Agreement shall apply to each period this Agreement has been extended or, at BROKER's election, BROKER may require OWNER to execute a new property management agreement. If by the end of the Term, or renewal thereof, this Agreement has not been cancelled and BROKER has requested OWNER to enter into a new property management agreement but OWNER fails to do so, then BROKER may elect to extend the Term under the terms and conditions of this Agreement or notify OWNER in writing that this Agreement and the relationships hereunder are immediately terminated.
2. Exclusive Agency. For the Term, and each renewal of the Term, BROKER shall be OWNER's exclusive agent for the purposes of leasing and managing the Property on the terms set forth in this Agreement.



3. Leasing the Property.

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(a) *Advertising the Property.* BROKER shall have the sole and exclusive right to advertise and market the Property (or any part thereof) for rent, to display signs in, on or about the Property and to list and provide information about the Property on the Multiple Listing Service. Additionally, BROKER may advertise the Property for rent and provide information about the Property by the internet, newspapers or other means and methods of advertising BROKER deems appropriate.

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(b) *Expenses to Prepare Property.* Upon executing this Agreement, OWNER shall deposit into BROKER's trust account the sum of \$\_\_\_\_\_ (the "Expense Advance") which will be applied against the costs and expenses necessary for BROKER to prepare the Property to be leased. If additional funds are necessary to properly prepare the Property to be leased, the Expense Advance shall be increased. If the Expense Advance is increased, OWNER shall deposit such additional reasonable sums into BROKER's trust account promptly upon BROKER's request. Any unused portion of the Expense Advance will be refunded to OWNER or, upon OWNER's request, remain on deposit in BROKER's trust account to be applied against future costs and expenses for the Property.

(c) *Services while Preparing Property.* OWNER acknowledges and agrees that utility services will be left/turned on while BROKER prepares the Property to be leased and that locks for the Property will be re-keyed, the Property will be cleaned as needed, the Property's landscaping will be maintained and BROKER will take such other action BROKER deems reasonably necessary to prepare the Property to be leased. The costs and expenses for such services while preparing the Property to be leased will be drawn from the Expense Advance.

(d) *Procuring a Tenant, Term and Base Rent.*

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(1) BROKER may lease the Property to a tenant which BROKER reasonably deems qualified for such term, which does not exceed twelve (12) consecutive months (including extensions), as BROKER deems appropriate. BROKER may lease the Property for a term exceeding twelve (12) consecutive months only with OWNER's prior written consent.

(2) BROKER will use its good faith efforts to lease the Property at the base rental rate of \$\_\_\_\_\_ per month. However, if BROKER determines, in its discretion, that a reduction to the base rental rate is necessary to lease the Property on a timely basis or to retain a tenant, then BROKER may lease the Property for reduced base rent. However, such reduced base rental rate shall not be lower than \$\_\_\_\_\_ per month unless BROKER obtains OWNER's prior written consent.

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(3) BROKER, in its discretion, but subject to a lease (if any) in place for the Property, may at any time and from time to time increase the base rental rate for the Property given the conditions for the rental market in which the Property is located.

(4) BROKER shall reasonably notify all tenant(s) of the Property to whom and where rent and other payments shall be made and provide tenant(s) of the Property with a telephone number to call in case of an emergency.



4. **BROKER's Authority.** With respect to the Property (and any parts thereof), in addition to the other rights, powers and authority granted by this Agreement to BROKER, OWNER hereby designates BROKER as attorney-in-fact to act for and on behalf of OWNER for the purposes of leasing and managing the Property. Such power and authority includes, but is not limited to, the power and authority to do the following:
- (a) advertise availability for lease;
  - (b) negotiate the terms and conditions for leases, execute lease agreements, renew and/or cancel leases and collect rents, security deposits, cleaning deposits, key deposits and other payments;
  - (c) change locks, replace and duplicate keys, maintenance and repairs;
  - (d) hire, discharge and, from OWNER's funds, pay contractors, sub-contractors and vendors;
  - (e) arrange and authorize the provision of utilities, water, sewer, waste disposal, security and other necessary services;
  - (f) serve notices of termination and institute, prosecute and defend actions with respect to evictions, possession and/or lost rent and other damages;
  - (g) settle and compromise claims or withdraw an action which has been commenced and, in that regard, require such releases as BROKER deems necessary prior to disbursing any funds;
  - (h) make reasonable concessions to tenants and/or former tenants;
  - (i) cooperate with other brokers and agents; and
  - (j) do such other things and take such other action which BROKER deems necessary and appropriate for the management of the Property and to exercise its rights and carry out its duties as provided in this Agreement.

The power and authority granted to BROKER by this Agreement shall be exercised by BROKER in BROKER'S discretion. OWNER agrees that it will accept BROKER's decisions with respect to actions taken or not taken by BROKER and that OWNER shall have no claim against BROKER by reason of BROKER exercising its authority under this Agreement unless BROKER is guilty of intentional misconduct or gross negligence.

5. **Broker's Trust Account.**
- (a) BROKER shall maintain an account separate from its operating account and its other funds designated as a trust account (referred to herein as "BROKER's trust account"). BROKER shall not be required to, but may in its discretion, maintain a BROKER's trust account solely for OWNER. However, BROKER's trust account may be maintained for all properties BROKER manages and other activities BROKER conducts for and on behalf of others. BROKER's trust account shall be maintained at a qualified banking institution or credit union located in the State of Nevada. BROKER shall not incur any liability or other obligation for or arising from the bankruptcy or failure of the financial institution at which BROKER's trust account is maintained.
  - (b) OWNER shall maintain a minimum reserve in the amount of \$ TENANTS SECURITY DEPOSIT on deposit in BROKER's trust account. If OWNER's funds on deposit in BROKER's trust account fall below such minimum reserve, OWNER shall promptly pay to BROKER for deposit into BROKER's trust account the amount necessary to maintain the minimum reserve.
  - (c) All rents, security deposits, cleaning deposits and such other funds BROKER collects on OWNER's

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behalf under this Agreement will be deposited into BROKER's trust account.

- (d) BROKER, without prior notice to OWNER, may disburse from OWNER's funds on deposit in BROKER's trust account such amounts, including BROKER's compensation, necessary for BROKER to carry out its obligations and to exercise its authority under this Agreement. BROKER may deduct from and offset against OWNER's funds on deposit in BROKER's trust account any compensation due to BROKER under this Agreement, funds BROKER is authorized to expend under this Agreement and any reimbursements to which BROKER is entitled under this Agreement prior to disbursing funds to OWNER or any other person. *Additionally, if OWNER has any other property managed by BROKER and OWNER has on deposit in a BROKER's trust account funds with respect to such property or otherwise, BROKER, in its discretion, may disburse from such other funds on deposit the amounts which may otherwise be disbursed under this Section 5(d) with respect to the Property and/or BROKER's services under this Agreement if the amount on deposit in BROKER's trust account in connection with the Property is insufficient for such purposes.*
- (e) Within sixty (60) days after the termination of this Agreement, and after BROKER and others have been paid all amounts due pursuant to this Agreement, the remaining balance of OWNER's funds on deposit in BROKER's trust account will be disbursed to OWNER.

6. **Advertising.** BROKER will advertise the Property for lease on an as-needed basis in such manner and at such times as BROKER determines in its discretion. However, at OWNER's cost and expense, BROKER will arrange for such additional advertisement of the Property for lease in such manner and at such times as OWNER may reasonably request.

7. **Maintenance and Repairs.**

- (a) Unless OWNER otherwise directs BROKER in writing, BROKER will maintain and make necessary repairs to the Property or cause others to maintain and make necessary repairs to the Property. In that regard, OWNER acknowledges and agrees that BROKER may employ its own maintenance staff or the maintenance staff, contractors and/or other personnel of parties affiliated with BROKER (including, but not limited to, Washoe Construction, LLC).
- (b) Maintenance, repair and janitorial services and supplies provided by persons/entities other than BROKER and/or its affiliates will be charged to OWNER based on the amounts charged by such persons/entities in addition to an administrative service charge equal to ten percent (10%) of the amounts so charged. BROKER will request such bids as BROKER deems reasonably necessary for maintenance, repair and janitorial services and supplies provided by persons/entities other than BROKER and/or its affiliates.
- (c) If BROKER is responsible for maintaining and repairing the Property, BROKER shall be responsible for hiring, employing, supervising and discharging all labor, and obtaining the supplies necessary, for the reasonable operation, maintenance and safety of the Property, and OWNER's prior consent shall not be required to incur ordinary and/or recurring operating, maintenance and repair costs and expenses with respect to the Property. If OWNER is responsible for the maintaining and repairing the Property, BROKER shall not be responsible for hiring, employing, supervising and discharging any labor, nor obtaining the supplies necessary, for the reasonable operation, maintenance and safety of the Property, but any costs or expenses incurred by BROKER in that regard shall be charged to OWNER.



- (d) If, after a tenant has been placed, the Property becomes vacant, BROKER will make such repairs to and perform such maintenance and clean up for the Property as BROKER deems reasonably necessary to prepare the Property to be leased to another tenant, and OWNER shall be responsible for paying the related costs and expenses to prepare the Property to be leased. In that regard, BROKER may request OWNER to make an additional Expense Advance in accordance with Section 3(b) above.
- (e) Except with respect to preparing the Property to be leased as provided in this Agreement, if BROKER is responsible for maintaining and repairing the Property, the Property is damaged and BROKER estimates that the cost for repairs will exceed the sum of \$300.00, BROKER shall obtain OWNER's prior written consent before making such repairs or causing such repairs to be made. However, in the case of an emergency where BROKER determines that immediate remedial action is necessary to avoid further damage to the Property, to avoid damage to the property of others or to avoid injury to the tenant or any other person, BROKER may, whether or not it is responsible for maintaining or repairing the Property, make or cause to be made such repairs which are reasonably necessary and charge OWNER for the related costs and expense.

**8. OWNER's Financial Obligations and BROKER's Disbursement of OWNER Funds.**

- (a) *Mortgage, Taxes, Liens, Insurance, Assessments and other OWNER Financial Obligations for the Property.*
- (b) OWNER acknowledges and agrees that OWNER is obligated to pay, if applicable, the following items with respect to the Property. As an accommodation to OWNER, BROKER will make payments from OWNER's funds on deposit in BROKER's trust account. The following items will be paid either directly by OWNER or by BROKER from OWNER's funds on deposit in BROKER's trust account as indicated below (check as applicable):

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	<u>OWNER</u>	<u>BROKER</u>
Mortgage	----	----
Property taxes	----	----
Insurance	----	----
Association dues, assessments and fees	----	----
Liens	----	----
Sewer	----	----
Water	----	----
Garbage disposal	----	----
Electricity	----	----
Gas	----	----
Alarm Monitoring	----	----
Other (specify):		
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If BROKER is designated above to make payment for an item, OWNER shall provide BROKER, or cause to be provided to BROKER, billing statements and such other information BROKER may require in order to make timely payment. In the event BROKER is not provided billing statements and such other information necessary to make timely payment, BROKER shall not have any liability for making late payment.

(c) *Transferring OWNER Funds to Different OWNER Property.* If OWNER has another property managed by BROKER and the funds on deposit in BROKER's trust account for such other property are not sufficient to cover the costs, expenses and fees for that property, BROKER may disburse from OWNER's funds on deposit in BROKER's trust account with respect to the Property such costs, expenses and fees necessary for OWNER's other property which is managed by BROKER. Similarly, if the funds on deposit in BROKER's trust account for the Property are not sufficient to cover the costs, expenses and fees the Property, BROKER may disburse from OWNER's funds on deposit in BROKER's trust account with respect to OWNER's other property managed by BROKER such costs, expenses and fees necessary for the Property.

(d) *Other Disbursements.* OWNER may, by written notice to BROKER, request BROKER to make payments from OWNER's funds on deposit in BROKER's trust account to OWNER or to such other person/entity and for such purpose as OWNER directs. BROKER will also pay from OWNER's funds on deposit in BROKER's trust account such costs and expenses incurred for BROKER to carry out its duties and exercise its authority under this Agreement. In the event disbursements for the Property exceed receipts from the Property, OWNER shall promptly remit such excess to BROKER upon BROKER's request.

**9. Periodic Statements and Payment of Net Rent to OWNER.**

(a) *Reporting.* BROKER will render to OWNER on a monthly basis an itemized statement of receipts, expenses, charges, reserves and accruals for the Property and OWNER's funds on deposit in BROKER's trust account. The monthly cutoff date for such statements will be the fifth (5<sup>th</sup>) day of each month, so the period covered by a monthly statement will be from the sixth (6<sup>th</sup>) day of the previous month through the fifth (5<sup>th</sup>) day of the current month (*i.e.* the "reporting period"). BROKER, in its discretion, will deliver monthly statements to OWNER either by mail or personally. BROKER will make reasonable efforts to cause monthly statements to be delivered to OWNER by the tenth (10<sup>th</sup>) day of each month.

(b) *Disbursements of Net Rent to OWNER.* With OWNER's monthly statements, BROKER will remit payment to OWNER for the net rent received for the Property during the reporting period. Such monthly payment shall be in an amount equal to receipts during the reporting period less the total of (i) disbursements for the reporting period, (ii) reserves and (iii) accruals for future expenses for the Property. If at the end of a reporting period the amount of OWNER's funds on deposit in BROKER's trust account falls below the amount required to be maintained by this Agreement, no payment shall be remitted to OWNER for the reporting period or future reporting periods until the amount



required to be maintained on deposit has been replenished.

10. **Compensation and Reimbursement of Costs and Expenses.** BROKER shall be entitled to, and upon demand by BROKER, OWNER shall pay to BROKER or, at BROKER's election, BROKER may draw from OWNER's funds on deposit in BROKER's trust account, the following:

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- (a) *Management Fee.* The greater of \$\_\_\_\_\_per month or \_\_\_ % of monthly gross rent for the Property. If the Property has been occupied by a tenant for any portion of a month, the management fee for that month shall be due and payable by the first (1st) day of following month whether or not rent then due for the Property has been collected. If the Property has been vacant for the entire portion of a month, no management fee shall be due for such month.
- (b) *Maintenance Fees.* If BROKER is responsible for maintaining and repairing the Property, maintenance, repair and janitorial services and supplies provided by BROKER or its affiliates will be charged to OWNER at the prevailing market rates for such services and supplies provided by BROKER and/or its affiliate.
- (c) *Administrative Fees.*
  - 1) In addition to the administrative service charge, if any, provided in Section 7(b) above, administrative charges BROKER collects from tenants or prospective tenants (including, but not limited to, application fees, returned check fees and late fees), may be retained by BROKER as administrative compensation under this Agreement.
  - 2) As provided in Section 8(c) above, OWNER may from time to time request BROKER to disburse funds to OWNER or others from OWNER's funds on deposit in BROKER's trust account. If OWNER makes such a request and the payment is not part of BROKER's routine monthly processing of payments for the Property, BROKER may charge an administrative processing fee in the amount of \$20.00 for each such payment.
  - 3) OWNER may request that a monthly check for net rent and/or other amounts due to OWNER under this Agreement be deposited by BROKER into such account(s) held by OWNER or another person as OWNER designates in writing. BROKER may charge an administrative processing fee in the amount of \$20.00 for each such deposit made by BROKER.
- (d) *Lease Renewal Fee.* BROKER will not charge OWNER a tenant placement fee. However, other than for the extension of a month-to-month lease, if a tenant's lease term is extended, BROKER will charge a fee in an amount equal to the greater of \$150.00 or \_\_\_\_\_ % of one month's gross rent to be paid under the renewal or extension.
- (e) *Inspection Fees.* BROKER will not charge for "drive by" inspections of the Property which it may, in its discretion, perform from time to time. However, at OWNER's request, BROKER will conduct, or cause to be conducted, an interior and/or exterior inspection for an inspection fee of \$75.00 per inspection.
- (f) *Advertising Fees and Expenses.* For any vacancy of the Property, BROKER will charge an advertising fee to procure a tenant. The advertising fee for a single-family structure shall be \$50.00 for each vacancy. The advertising fee for a multi-family structure shall be \$25.00 for each vacant unit. If OWNER desires the Property to be advertised in a newspaper or other publication/periodical of general circulation (eg. Reno Gazette-Journal or a "for-rent" magazine),

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OWNER shall pay the actual costs and expenses to place the advertisement, and OWNER shall deposit into BROKER's trust account such reasonable amount requested by BROKER prior to BROKER placing such OWNER-directed advertising.

**(g) Fees Related to Insurance and Legal Matters.**

- (1)** IF OWNER requests BROKER to coordinate or communicate with an insurance carrier regarding any casualty to or on the Property, BROKER will charge OWNER for its time at its prevailing hourly rate.
- (2)** If BROKER posts a notice (*eg.* notice to pay rent, notice to abate a nuisance or notice to quit) with respect to the Property, initiates, defends or appears for OWNER in any legal proceeding related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes and suits for damages) or appears at a deposition related to the Property, BROKER will charge OWNER the greater of (i) its time spent on the matter at its prevailing hourly rate or (ii)   0   % of the amount recovered for the matter (whether by a judgment or otherwise) by BROKER on OWNER's behalf. Additionally, BROKER will charge OWNER for the actual costs and expenses incurred, including attorneys' fees and costs.

**(h) Extraordinary Services.** If OWNER requests BROKER to undertake work or perform services outside the scope of BROKER's normal management services under this Agreement, BROKER will charge OWNER for the time it spends on the matter at its prevailing hourly rate or such other amount as to which OWNER and BROKER may agree in writing. In that regard, OWNER shall deposit into BROKER's trust account such reasonable amount BROKER may request prior to BROKER undertaking the work or services requested by OWNER. The amount so deposited will be applied against the fees, costs and expenses incurred with respect to the matter. Services outside the scope of BROKER's normal management services include, but are not limited to, the following: assistance with selling the Property; assistance with having the Property appraised; obtaining a structural and/or pest report for the Property; assistance with financing against the Property; improvements, modernization and remodeling the Property; assistance with land-use planning or zoning; and fire/flood restoration.

**(i) Assistance with OWNER's Sale of the Property.** A fee of \$250.00 will be charged by BROKER to negotiate with tenant(s) an arrangement for the Property to be marketed for sale and to cooperate with the sale escrow process. However, this fee will be waived if BROKER is the listing agent for the Property.

**(j) Expense Reimbursement.** BROKER shall be entitled to reimbursement for all costs and expenses it incurs related to leasing, managing and advertising the Property. Such expenses include, but are not limited to the following: costs and expenses arising from or related to legal notices and proceedings; copy charges; charges for long distance telephone calls; postage and delivery fees; notary fees; photos and videos; reasonable travel expenses (including, but not limited to, mileage at the standard mileage rate published by the IRS, parking fees and tolls); and any other costs or expenses advanced by BROKER or other obligations incurred by BROKER for OWNER's benefit or otherwise with respect to the Property.

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- (k) *Early Termination Fee.* If OWNER terminates this Agreement prior to the expiration of six (6) months from the Commencement Date, a cancellation fee in the amount of \$250.00 shall be charged to OWNER.

BROKER's prevailing hourly rate is currently \$40 per hour, is charged in .25 hour increments and may be increased by BROKER without prior notice at the beginning of each calendar year or, more frequently, by giving OWNER written notice thirty (30) days prior to the increase. The other fees, charges and expense reimbursements described above may be changed by BROKER by providing OWNER written notice sixty (60) days prior to the change. If, within forty-eight (48) hours after being notified of the change in BROKER's hourly rate, fees, charges and/or expense reimbursements, OWNER does not deliver written objection of the change to BROKER, such change shall be deemed accepted by OWNER. If OWNER objects to such change, then BROKER may elect to continue this Agreement under the same terms and conditions then existing or terminate this Agreement by delivering written notice to OWNER.

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11. **Representations, Warranties and Other Covenants.** OWNER represents and warrants to BROKER and further agrees as follows:

- (a) OWNER is the fee simple owner of the Property and, unless the Property is currently leased, is entitled to the peaceable possession of the Property and all its improvements and fixtures.
- (b) OWNER has full legal capacity, power and authority to enter into this Agreement. If OWNER is not a natural person, the person executing this Agreement on behalf of OWNER has been fully authorized by all necessary action to do so, and the entity which is the OWNER herein is validly formed and in good standing under the laws of the jurisdiction of its formation and has all licenses necessary to conduct its business.
- (c) OWNER is not bound by another agreement for the sale, exchange, lease or management of the Property that will be in effect during the Term, and any extensions thereof, nor by any agreement or covenant that prohibits OWNER from leasing the Property.
- (d) No person or entity has any right to purchase, lease or acquire the Property by an option, right of first refusal or other agreement.
- (e) OWNER is not delinquent in the payment of any property taxes, owners' association dues/fees, property/casualty insurance, mortgage or any encumbrance on or affecting the Property.
- (f) The Property is not now subject to the jurisdiction of any court nor the subject of foreclosure. Within twenty-four (24) hours after OWNER is notified that the Property becomes subject to the jurisdiction of any court or is the subject of a foreclosure, OWNER shall notify BROKER of the same in writing. If OWNER fails to provide BROKER with such notice, BROKER may immediately terminate this Agreement.
- (g) All information related to the Property which OWNER provides to BROKER will be true and correct to the best of OWNER's knowledge.
- (h) Any septic tank, water well, pool, spa and any required enclosures, fences, gates and latches for the Property comply with applicable laws and ordinances, and OWNER is not aware of any condition concerning the Property that materially affects the health or safety of an ordinary tenant.



- (i) If the Property was built prior to 1978, OWNER shall complete and provide to BROKER a lead-based paint and hazards disclosure form and deliver to BROKER and tenant(s) copies of all records and reports related to such paint or hazards.
- (j) OWNER acknowledges and agrees that BROKER will offer the Property for lease in compliance with federal, state and local anti-discrimination laws.
- (k) OWNER (i) will cooperate with BROKER to facilitate the showing, marketing and leasing of the Property, (ii) will not rent or lease the Property to anyone without BROKER's prior written approval, (iii) will not negotiate with any current or prospective tenant for the Property and will refer all such dealings to BROKER; (iv) will not enter into an agreement with another property manager for the Property; (v) will provide BROKER with keys and access devices for the Property; (vi) will provide BROKER with copies of all warranties related to the Property and any items in or on the Property; (vii) tender to BROKER any security and other deposits paid by any existing tenants of the Property; (viii) complete any disclosures or notices required by law or a lease of the Property; (ix) amend applicable notices and disclosures if any material change with respect to the Property occurs; and (x) notify BROKER if OWNER becomes delinquent in the payment of any mortgage or other encumbrance secured by the Property or any property taxes, property/hazard insurance or owners' association fees/dues with respect to the Property.
- (l) BROKER may disclose to a tenant or a prospective tenant any information related to the representations made in this Section 11.

**12. Insurance.**

- (a) At all times, OWNER must maintain in full force and effect the following insurance:
  - (1) a public liability insurance policy that names BROKER as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$\_\_\_\_\_ on an occurrence basis; and
  - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- (b) Not later than the fifteenth (15<sup>th</sup>) day after the Commencement Date, OWNER shall deliver to BROKER copies of certificates of insurance evidencing the coverage required by this Section 12. If such insurance coverage changes at any time, OWNER shall deliver to BROKER a copy of the certificate evidencing the change not later than ten (10) days after the change.
- (c) If OWNER fails to comply with the foregoing provisions of this Section 12, BROKER, at its election, may (i) purchase, at OWNER's cost and expense, insurance that will provide BROKER the same coverage as required under this Section 12 or (ii) terminate this Agreement.

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**13. Liability, Indemnification and Hold Harmless.**

- (a) BROKER shall not be responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by BROKER's willful misconduct or gross negligence.
- (b) BROKER shall not be responsible or liable in any manner for any late fees or other charges OWNER incurs to any creditor caused by late or insufficient payments by any tenant of the



Property or damages to OWNER caused by a tenant's breach of a lease for the Property.

- (c) BROKER shall not be responsible or liable in any manner for the acts, defaults, misconduct or negligence of OWNER or any tenant, independent contractor or other person or entity.
- (d) OWNER shall indemnify and save BROKER (and its managers, members, officers, agents, affiliates, successors and assigns) harmless from any and all liabilities, claims or demands (including the costs, expenses and attorneys' fees) arising from or in connection with (i) OWNER's breach of any representation, warranty or covenant made by OWNER in this Agreement, (ii) for injuries to persons or damage to property, including theft, in, on or about the Property, (iii) all contracts and other obligations related to the Property entered into before or during the Term, and any renewals thereof, by Owner or by BROKER under the authority granted to BROKER by this Agreement and (iv) OWNER's acts or omissions or the acts or omissions of OWNER's other agents. BROKER shall promptly notify OWNER of any claims made against it for which OWNER is liable hereunder, and BROKER shall be entitled to control the defense of the claim with legal counsel of its choice reasonably acceptable to OWNER.
- (e) If legal action is necessary for BROKER to enforce this Agreement, or if BROKER successfully defends any action brought against it by OWNER relating to the Property or BROKER's management of the Property, BROKER shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action in addition to any other relief to which it may be entitled.

14. **Information and Records.** OWNER shall provide to BROKER true and correct copies of, as applicable, home-owners' associate rules, CC&Rs and warranties in effect for the Property. Additionally, OWNER shall make available to BROKER all other documents, data and records relating to the Property which BROKER may reasonably request for BROKER to carryout its duties under this Agreement and to respond to requests for information pertaining to the Property. Further, OWNER agrees to prepare and submit a Property Profile and/or Inventory and Condition Form for the Property and the furniture, fixtures and other articles in, on or about the Property. If OWNER fails to furnish such profile/form, OWNER agrees to accept the Property Profile and/or Inventory and Condition Form prepared by BROKER, and BROKER shall be entitled to a fee in the amount of \$\_\_\_\_N/A\_\_\_\_\_ for the preparation of such profile/form.

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15. **Pets.** OWNER elects to (\_\_\_\_) allow (\_\_\_\_) not allow a tenant to maintain pets on the Property. If OWNER elects to allow a tenant to maintain pets on the Property, a non-refundable pet deposit of not less than \$200.00 per pet will be collected from the tenant.

16. **Miscellaneous.**

- (a) By signing below, BROKER accepts this exclusive appointment and agrees to use its good faith efforts in exercising the power and authority granted to it by this Agreement and in carrying out its duties under this Agreement.
- (b) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given as follows: (i) if served personally, on the date served personally on the party to whom notice is to be given; (ii) if mailed, on the third (3<sup>rd</sup>) day after it has been deposited in the United States mail, properly addressed to the person to whom notice is given with postage thereon prepaid; (iii) if sent by messenger or courier service, upon actual receipt by the

OWNER  
Initials



party to whom it is sent; (iv) if sent electronically or by facsimile, when confirmed to the sender (either personally, by mail, messenger/courier service, electronically or by facsimile) that it was received by the person to whom it was sent. Any party may change his/her/its mailing address, E-mail address or facsimile number for purposes of this section by giving the other party written notice of the same in the manner set forth above.

- (c) This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada. Venue for resolving any dispute concerning this Agreement shall be in the County of Washoe, State of Nevada.
- (d) This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns. If more than one person or entity executes this Agreement as OWNER, their liability under this Agreement shall be joint and several. Neither party may assign this Agreement without the written consent of the other party.
- (e) This Agreement (including the Exhibits attached hereto, if any,) constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible or alleged agreements and representations, covenants or warranties with respect to the subject matter hereof are waived, merged herein and/or superseded hereby. Further, this Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
- (f) No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligations or acts shall be deemed an extension of the time for the performance of any other obligations or acts. No failure or delay of any party in the exercise of any rights given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercising such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (g) Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party requires.
- (h) Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence or confirm any agreement contained herein in the manner contemplated hereby.
- (i) The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of any such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein. Further, if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto agree to amend this Agreement so as to effectuate the original intention of the parties as closely as possible.
- (j) The parties hereto represent that they have read and understand each provision of this Agreement. The parties hereto, therefore, stipulate and agree that the rule of construction to the effect that any



ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

- (k) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument. The receipt of a telefaxed copy signed by any party shall be acceptable to all parties and shall be deemed to be the original of the party's signature.
(l) Either party, without the prior consent of the other party, may record this Agreement, or a memorandum of this Agreement, with the county recorder of the county in which the Property is located.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

OWNER: \_\_\_\_\_ SSN/FED ID #: \_\_\_\_\_
Print Name

\_\_\_\_\_ TELEPHONE #: \_\_\_\_\_
Owner Signature

OWNER: \_\_\_\_\_ SSN/FED ID #: \_\_\_\_\_
Print Name

\_\_\_\_\_ TELEPHONE #: \_\_\_\_\_
Owner Signature

ADDRESS: \_\_\_\_\_ FAX #: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Mail OWNER Checks to Other Address:
\_\_\_\_\_
\_\_\_\_\_

CLARK REAL ESTATE & INVESTMENTS, LLC
305 WEST MOANA STE. C
RENO, NEVADA 89509
(775) 828-3355 FAX (775)828-3358

BY: \_\_\_\_\_
Authorized Agent



**PROPERTY PROFILE**

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

OWNER:		TENANT:	
Appliances	Utilities/Services	Appliances	Utilities/Services
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Alarm Service	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Alarm Service
<input type="checkbox"/> Stove	<input type="checkbox"/> Electricity	<input type="checkbox"/> Stove	<input type="checkbox"/> Electricity
<input type="checkbox"/> Microwave	<input type="checkbox"/> Water	<input type="checkbox"/> Microwave	<input type="checkbox"/> Water
<input type="checkbox"/> Dryer	<input type="checkbox"/> Trash	<input type="checkbox"/> Dryer	<input type="checkbox"/> Trash
<input type="checkbox"/> Washer	<input type="checkbox"/> Sewer	<input type="checkbox"/> Washer	<input type="checkbox"/> Sewer
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Gas	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Gas
<input type="checkbox"/> Compactor	<input type="checkbox"/> Pool Service	<input type="checkbox"/> Compactor	<input type="checkbox"/> Pool Service
<input type="checkbox"/> Security System	<input type="checkbox"/> Gardening	<input type="checkbox"/> Security System	<input type="checkbox"/> Gardening
<input type="checkbox"/> Intercom	<input type="checkbox"/> HOA Dues	<input type="checkbox"/> Intercom	<input type="checkbox"/> HOA Dues
<input type="checkbox"/> Soft Water Sys.	<input type="checkbox"/> Cable	<input type="checkbox"/> Soft Water Sys.	<input type="checkbox"/> Cable

Property insurance and property taxes to be paid by (\_\_\_\_) OWNER or (\_\_\_\_) BROKER

If <i>Subject Property</i> is part of a Homeowners Association please complete the following:	If <i>Subject Property</i> is a Condo/Town home or in a gated community complete the following:
Association Name:	Mail Box Number / Location
Association Management:	Parking Space Number / Location
Address	Garage Number
City, State, Zip	Gate/Entry Code
Contact/Phone	Security Alarm Code

Is the *Subject Property* currently being managed by someone else? (\_\_\_\_) Yes (\_\_\_\_) No

If "Yes", please complete:

Company :	Contact:
Address:	Business Phone:

Keys will be made available: (\_\_\_\_) Mail (\_\_\_\_) Delivery (\_\_\_\_) BROKER will pick up at:

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Is the *Subject Property* currently occupied with a tenant? (\_\_\_) Yes (\_\_\_) No

If "Yes", please complete the following:

Tenant Name: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

Move-in Date: \_\_\_\_\_ Total Deposit Held: \_\_\_\_\_

Total Rent Owed/Outstanding as of (date) \_\_\_\_\_ Total Rent Due: \_\_\_\_\_

Total Late Fees owed as of (date) \_\_\_\_\_ Total Late Fees: \_\_\_\_\_

Total Other Charges owed as of (date) \_\_\_\_\_

Date tenant last paid was on \_\_\_\_\_ Amount Paid Last: \_\_\_\_\_

Do you have a copy of the Lease/Rental Agreement? ( ) Yes ( ) No

If "Yes", please provide us with a copy.

If currently delinquent, do you want eviction proceedings started? (\_\_\_) Yes (\_\_\_) No

Maintenance for the *Subject Property* will be provided by/through?

(\_\_\_) BROKER vendors (\_\_\_) Home Warranty Protection Plan (\_\_\_) Owner/Other

If the *Subject Property* has a Home Warranty Protection Plan, please complete the following:

Insurance Carriers Name \_\_\_\_\_

Telephone: \_\_\_\_\_

Policy Number: \_\_\_\_\_

If the *Subject Property* is to be maintained by/through Owner/Other, please provide details:

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, Details, Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_