



## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Owner") of the property(ies) described in Exhibit A attached hereto ("Property") and Jenni McKenna ("Broker"), of McKenna Property Management (Company Name) by and through its authorized agent Jenni McKenna ("Agent") Property Management License Number 29819; 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:**

Company Name: McKenna Property Management  
Address: 9065 S. Pecos Rd #110  
City, State & ZIP: Henderson NV 89074  
Phone: 702-434-4663 (HOME)  
Fax: 702-939-0073  
Email: Jenni@McKennaTeam.com

All notices shall be faxed or emailed OR sent by regular mail. Notices shall be effective as of the date the notice is faxed, emailed or mailed (whichever is later).

**2. EMPLOYMENT OF MANAGING BROKER**

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

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

**(C) Description of the Property.** The Property to be managed under this Agreement is more fully described on Exhibit A attached hereto.

**(D) Term.** The term of this Agreement shall be for an initial period of 1 years (the "initial term") beginning on \_\_\_\_\_ 20\_\_\_\_ and ending TBD 20\_\_\_\_. Unless earlier

Property Owner \_\_\_\_\_

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terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1) year each.

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

(A) **Management Services.** Broker shall be paid the greater of \$ NA per month or 10 % of the monthly gross collected rents. Payments due to the Broker for periods of less than the scheduled rental periods shall be prorated. A vacant property fee shall be paid to the Broker in the amount of \$ NA if the property is vacant.

(B) **Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee, the greater of: \$ NA -OR- 50 % of the first month's rent -OR- NA % of the annual rent.

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

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

(E) **Lease Renewals.** For Lease renewals, Broker shall be paid a leasing fee of \$ NA - OR - NA % of the monthly rent - OR - NA % of the annual scheduled rent.

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

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

(H) **Extraordinary Services.** An hourly fee of \$ 0 per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties. These include attendance at eviction or other court proceedings; HOA meetings, HOA compliance hearings (including Ombudsman hearings) or any other related activity not considered normal management duties.

(I) **Termination Fees.** Additional fees may be due upon Termination of this Agreement pursuant to Section 20 herein.

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

#### **4. BANK ACCOUNTS**

(A) **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses by Broker as described in this

Agreement. Any interest accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.

(B) **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to Broker the sum of \$ 300 as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due. Broker shall notify Owner if additional funds are required.

(C) **Security Deposit Trust Account.** Broker shall maintain a separate Security Deposit Trust Account for security and other deposits.

## 5. COLLECTION OF RENTS AND OTHER RECEIPTS

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

(B) **Special Charges.** If permitted by applicable law, Broker may collect from the tenants and retain any and or all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or non-negotiated checks, interest, a rental application fee and any other fees as determined by Broker.

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

## 6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS

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

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

(C) **Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner or as otherwise directed by the client in writing. Net proceeds are defined as the amount after all costs and expenses are deducted by Broker from the gross proceeds from the Property

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

## 8. FINANCIAL AND OTHER REPORTS

Property Owner \_\_\_\_\_

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1 (A) **Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS)  
2 forms and meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9)  
3 before any funds are disbursed to Owner.  
4

5 (B) **Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from  
6 the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and  
7 submit to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS  
8 at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.  
9

10 (C) **Foreign Investments In Real Property Tax Act (FIRPTA).** Pursuant to the Internal Revenue Code  
11 Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of  
12 any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under  
13 provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign  
14 partnership or foreign corporation, Broker will require a written statement pursuant to the controlling IRS Code  
15 Section.  
16

17 Owner \_\_\_\_\_ (is) -OR- \_\_\_\_\_ (is not) a non-resident alien individual, fiduciary, foreign partnership or  
18 foreign corporation.  
19

## 20 9. LEASING AND RENTING

21  
22 (A) **Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals  
23 and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out  
24 of the Property Trust Account. Leases are to be written on Broker's standard lease forms.  
25

26 (B) **Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions  
27 or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property,  
28 or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign  
29 and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other  
30 income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies  
31 Broker with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs.  
32

33 (C) **Management/Maintenance Review.** Broker shall make management/maintenance reviews of  
34 the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary  
35 or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy,  
36 Broker will take reasonable precautions to secure the Property.  
37

38 (D) **KEYBOX:** Owner ☒ **does -OR- \_\_\_\_\_ does not** authorize Broker to install a keybox (☒  
39 **electronic -OR- \_\_\_\_\_ mechanical**) in connection with the showing of the Property. A mechanical keybox is a  
40 combination-type box that can be opened by anyone who has access to the combination/code. The MLS requires  
41 that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a  
42 confidential field that is not intended to be available to the public. Owner acknowledges that they have been  
43 advised that:  
44

- 45 a. The purpose and function of the keybox is to permit access to the interior of the Property by all  
46 members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;  
47 b. Owner should safeguard Personal Property and valuables located within the Property;  
48 c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;  
49 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by  
50 the Owner or the Property Manager;  
51 e. Owner ☒ **does -OR- \_\_\_\_\_ does not** authorize Broker to issue "One Day Codes" to access the  
52 electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the

Property Owner \_\_\_\_\_

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keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.

f. Owner acknowledges that GLVAR, the MLS, Broker 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.

**10. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate 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.

**11. 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 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 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 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 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.

## **12. REASONABLE MAINTENANCE AND REPAIR**

**(A) Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost

Property Owner \_\_\_\_\_

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exceeding \$ 300 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior approval.

Owner hereby expressly authorizes Property Manager/Broker 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 Property Manager/Broker will not receive any 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.

**13. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and make changes to services as Broker deems necessary during the term of this Agreement. Should at any time a tenant fail to maintain utilities and essential services, Owner shall be responsible for any and all related costs.

#### **14. INSURANCE.**

**(A) Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. Said insurance shall comply with applicable Nevada law. The deductible required under such insurance policies shall be Owner's expense. Broker 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, but not less than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate 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 as well as Owner and shall require a minimum of thirty (30) days written notice to Broker 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.

**15. SAVE HARMLESS.** Owner shall indemnify, defend and save Broker 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.

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

Property Owner \_\_\_\_\_

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

11  
12 (B) **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining  
13 legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other  
14 principals of Broker, Owner shall pay an apportioned amount of such expense.

15 **18. REPRESENTATIONS**

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

33 Owner Initials [\_\_\_\_\_] [\_\_\_\_\_]  
34  
35

36 (B) **Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a  
37 party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls,  
38 recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.  
39

40 **19. COMMON INTEREST COMMUNITY** If the Property is located within a Common Interest  
41 Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC.  
42 **OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND**  
43 **RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS**  
44 **OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO**  
45 **AFFECTED.** Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no  
46 liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or  
47 additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to  
48 the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on  
49 Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will  
50 not affect the terms of this Section. Owner Initials [\_\_\_\_\_] [\_\_\_\_\_]  
51

52 **20 TERMINATION**

1 (A) **Early Termination.** This Agreement may be terminated by Owner before the termination date  
2 specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified  
3 in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over  
4 the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this  
5 purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be  
6 presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the  
7 event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will  
8 pay Broker a transfer fee of \$ 300. This Agreement may be terminated by Broker before the  
9 termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of the  
10 termination date, Owner will pay Broker all monies due under this Agreement via certified funds. Should this  
11 Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee,  
12 and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property within ten  
13 days of receipt of an accounting of said expenses, in certified funds. If Owner terminates this Agreement prior to  
14 leasing the Property, Owner agrees to pay an additional cancellation fee of \$ 0 in certified  
15 funds.

16  
17 (B) **Owner Responsible for Payments.** Upon termination of this Agreement, Owner shall assume  
18 the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may  
19 withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated in order to  
20 pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within  
21 thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due  
22 Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as  
23 a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of  
24 termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker  
25 may deduct an administration fee of \$ 50 -OR- NA %, whichever is greater, before delivering  
26 the balance of the funds to the Owner. **Owner Initials** [ ] [ ]

27  
28 (C) **Leasing Fee Survives.** In addition to the amounts specified in paragraph A of this Section, if  
29 Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased,  
30 and within 60 calendar days of the termination the Property is leased to anyone with whom the Broker  
31 has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the  
32 Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property  
33 management agreement with another licensed real estate Broker after termination of this Agreement.

34  
35 **21. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties  
36 contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require  
37 Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker  
38 becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall  
39 apply as if this Agreement were still in effect.

40  
41 **22. MISCELLANEOUS**

42  
43 (A) **Rights Cumulative; No Waiver.** The exercise of any right or remedy provided in this  
44 Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of  
45 either party to this Agreement to insist at any time upon the strict observance or performance of any of the  
46 provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be  
47 construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy  
48 provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the  
49 party exercising such right or remedy.

50  
51 (B) **Agreement to Mediate.** All parties agree to engage in mediation through the Greater Las Vegas  
52 Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a  
53 dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the



1 other party court costs and reasonable attorney's fees to be determined by the court or mediator. **Owner Initials**  
2 [ ] [ ] **Broker Initials** [ ] [ ]  
3

4 **(C) Headings.** All headings and subheadings in this Agreement and in the accompanying List of  
5 Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction  
6 or interpretation of any provision of this Agreement. This Agreement shall be interpreted according to the fair and  
7 common meaning of its terms and shall not be construed in favor of, or against, either of the parties hereto by  
8 reason of the extent to which this Agreement or any such provision hereof (i) is inconsistent with any prior draft  
9 hereof or (ii) was drafted by one party or the other to this Agreement.  
10

11 **(D) Waiver, Modification and Amendment.** No provision of this Contract may be waived  
12 unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Contract shall not be  
13 deemed to be a continuing waiver or a waiver of any other provision. This Contract may be modified or amended  
14 only by a written contract executed by all of the parties hereto.  
15

16 **(E) Assignment; Subcontracting.** Neither this Contract nor any duties or obligations  
17 hereunder shall be assigned, transferred, or subcontracted by either party without the prior  
18 written approval of either party, which approval may be withheld in the sole and absolute  
19 discretion of non-assigning party.  
20

21 **(F) Notices.** All notices under this Contract will be in writing and will be delivered by  
22 personal service, facsimile or certified mail, postage prepaid, or overnight courier to such  
23 address as may be designated from time to time by the relevant Party, which initially shall be  
24 the address set forth on the signature page to this Contract. Any notice sent by certified mail  
25 will be deemed to have been given five (5) days after the date on which it is mailed. All other  
26 notices will be deemed given when received. No objection may be made to the manner of  
27 delivery of any notice actually received in writing by an authorized agent of a Party.  
28

29 **(G) Partial Invalidity.** If any provision of this Contract is held by a court of competent  
30 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless  
31 continue in full force without being impaired or invalidated in any manner.  
32

33 **(H) Publicity.** Neither Party shall make any public announcement concerning this Contract  
34 without the advance approval of the other Party. Notwithstanding the foregoing, if the parties  
35 are unable to agree on a mutually acceptable announcement, a Party may nevertheless issue a  
36 press release if it is advised by counsel that such release is necessary to comply with applicable  
37 securities or similar laws.  
38

39 **(I) Waiver of any default, breach or failure to perform under this contract is not deemed**  
40 **to be a waiver of any subsequent default, breach or failure of performance. In addition,**  
41 **waiver of any default, breach or failure to perform is not construed to be a modification of the**  
42 **terms of this contract unless reduced to writing as an amendment to this contract.**  
43

44 **23. APPLICABLE LAW.** The interpretation of this Agreement shall be governed by the laws of the State of  
45 Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Property  
46 are located.  
47

48 **24. COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their  
49 respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and  
50 signed by the parties. There are no warranties or representations not herein contained. This Agreement sets forth

Property Owner \_\_\_\_\_

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

This form presented by Jenni McKenna | McKenna Property Management | 702-434-4663 | Jenni@McKennaTeam.com

InstanetFORMS

1 the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and  
2 all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof.  
3 This Agreement represents the entire agreement between the parties and is entered into freely and voluntarily with  
4 full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of  
5 them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to  
6 execution of this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign  
7 the Agreement with the intent to be fully bound thereby.  
8

9 **25. SIGNATURES:** This Agreement may be signed by the parties manually or digitally and on more than  
10 one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures  
11 may be accepted as original.  
12  
13  
14  
15  
16

17 [This space left intentionally blank.]  
18  
19  
20  
21  
22

Owner understands and agrees that there will be a sight inspection performed on the 10th month of a 12 month lease at a cost of \$70 to the owner. Said report will be sent to owner for review. This is for the purpose of deciding if the owner would like to renew with the tenant and to evaluate the condition of the property.

By: \_\_\_\_\_  
 Authorized Agent for Broker      Date  
**Jenni McKenna**  
 Property Management License Number: 29819  
 Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
 Broker and or      Date  
 Designated Property Manager      Owner Signature      Date  
 Printed Name: \_\_\_\_\_

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

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

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

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

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

Existing Tenant (if any):

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

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

Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_ Maximum: \$ tbd

Acceptable Lease Term: Minimum 1 Years / Maximum: \_\_\_\_\_ Years

Will pets be considered? Yes \_\_\_\_\_ -OR- No \_\_\_\_\_ (If yes, Tenant must complete Application for Pet Approval.)

Will smoking be permitted in the unit? Yes \_\_\_\_\_ -OR- No ☒

Will Section 8 be considered? Yes \_\_\_\_\_ -OR- No ☒

As applicable:

CBU & Mail Box Number: \_\_\_\_\_ Parking Space Number: \_\_\_\_\_

Gate Code: \_\_\_\_\_ Alarm Code: \_\_\_\_\_

Homeowner Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Policy Limits: \_\_\_\_\_

Broker listed as Additional Insured: Y ☐ N ☐

Fire Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Policy Limits: \_\_\_\_\_

Broker listed as Additional Insured: Y ☐ N ☐

Home Warranty Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Agent for Broker Date

**Jenni McKenna**

Owner Signature

Date

Printed Name: \_\_\_\_\_

Property Owner \_\_\_\_\_

Residential Property Management Agreement Rev. 12/17/15

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