**RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT**

## for

(Property Address)

1. This PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this day of
2. , , by and between
3. ("Owner") of the property described below ("Property") and
4. ("Broker"), by and through its authorized
5. (Company Name)
6. agent ("Agent") who is duly licensed to manage the Property.
7. In consideration of the mutual terms of this Agreement the parties agree as follows: 8
8. **1. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be
9. in writing and shall be addressed as follows: 11

12 TO OWNER:

13

1. Name:
2. Address:

TO BROKER:

Company Name: Address:

16

1. Phone:
2. Fax:
3. Email:

20

Phone: Fax: Email:

1. All notices shall be faxed or emailed and sent by regular mail. Notices shall be effective as of the date the notice is
2. faxed and mailed (whichever is later). 23

24 **2.**

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### EMPLOYMENT OF MANAGING BROKER

1. **(A) Employment and Acceptance.** Owner employs Broker as the sole exclusive Agent of Owner to lease and
2. manage the Property (which includes listing the Property for lease and securing a tenant), upon the terms and
3. conditions provided herein. Broker accepts the employment and shall furnish the services of the organization for the
4. management of the Property. Owner shall pay all of the expenses in connection with this service described herein.
5. Owner understands and agrees that Broker's services will be performed through one or more authorized agents, and
6. any reference to Broker in this Agreement includes such authorized agents. 32
7. **(B) Relationship of Broker to Owner.** The relationship of the parties to this Agreement shall be that of
8. principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of Owner, in
9. Owner's name and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as
10. agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any
11. other relationship between the parties or as requiring Broker to bear any portion of losses arising out of or connected
12. with the ownership or operation of the Property. Broker shall not at any time during the period of this Agreement be
13. considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as
14. expressly set forth in this Agreement, except that Broker is authorized to act with such additional power as may be
15. necessary to carry out the spirit and intent of this Agreement. Broker, under this Agreement, shall not be responsible
16. for delays in the performance of any obligation unless there is an intentional delay caused by Broker or its agents and
17. employees.

44

45 **(C)**

### Description of the Property.

The Property to be managed under this Agreement is commonly known as

1. , APN , as more fully
2. described on Exhibit 1 attached hereto.

Property Address: Residential Property Management Agreement Rev. 11/11 ©2011 Greater Las Vegas Association of REALTORS® Page 1 of 10 Authorized Agent for Broker Owner Owner

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* 1. **(D) Term.** The term of this Agreement shall be for an initial period of years (the "initial term")
  2. beginning on , and ending , . Unless earlier
  3. terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1)
  4. year each, unless either party gives the other 30 days written notice of non-renewal. 5

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

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1. **(A) Management Services.** Broker shall be paid the greater of $ per month or
2. % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled
3. rental periods shall be prorated. 13
4. **(B) Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing
5. fee as follows: $ **- OR -** % of the first month's rent **-OR-** % of the
6. annual rent.

17

1. **(C) Set-Up Fee.** For entering the Property into Broker's property management system, Broker shall be paid a
2. one time, non-refundable fee of $ . 20
3. **(D) Referral Commission.** Owner also authorizes payment of an MLS referral commission to the referring
4. broker not to exceed $ . Owner understands and agrees that such commission will be paid
5. to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease. 24
6. **(E) Lease Renewals.** For Lease renewals, Broker shall be paid a leasing fee of $ - OR -
7. % of the monthly rent - OR - % of the annual scheduled rent. 27
8. **(F) Advertising.** Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf.
9. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.

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1. **(G) Selling Commission.** If, within the term of this Agreement (including any renewals) or within 180 days
2. after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall
3. be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of % of the selling price.
4. If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market,
5. (Select one):
6. Owner may list the Property with a Broker of his/her choosing;
7. - **OR** -
8. Owner shall list the Property with Broker for a fee of %, subject to a separate listing agreement.
9. **Owner Initials** [ ] [ ] 40
10. **(H) Interest on Unpaid Sums.** Any sums due Broker under the terms of this Agreement, and not paid within
11. 30 days after such sums have become due, shall bear interest at the rate of 12% per annum. 43
12. **(I) Extraordinary Services.** An hourly fee of $ per hour shall be paid to Broker for all
13. necessary or requested tasks not considered normal management duties. 46
14. **(J) Termination Fees.** Additional fees may be due upon Termination of this Agreement pursuant to Section 20
15. herein.

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

### 1 4. BANK ACCOUNTS

2

1. **(A) Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or corporate
2. account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government.
3. Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain
4. the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest
5. accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required. 8

9 **(B) Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to

1. Broker the sum of $ as a reserve. Owner shall maintain the reserve stated above at all times
2. in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due.
3. Broker shall notify Owner if additional funds are required. 13
4. **(C) Security Deposit Trust Account.** Broker shall maintain a separate Security Deposit Trust Account for
5. security deposits, cleaning, pet, and key and other deposits. 16

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

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1. **(A) Broker's Authority.** Broker shall collect all rents, charges and other amounts receivable on Owner's
2. account in connection with the management and operation of the Property. Such receipts shall be deposited in the
3. Trust Account maintained by Broker for the Property. 22
4. **(B) Special Charges.** If permitted by applicable law, Broker may collect from the tenants and retain any and or
5. all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or
6. non-negotiated checks, interest and a rental application fee. 26
7. **(C) Security Deposit Trust Account.** Broker shall collect a security deposit and deposit it into the Trust
8. Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall
9. be retained by Broker.

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

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1. **(A) Operating Expenses.** From the Trust Account, Broker is hereby authorized to pay or reimburse itself
2. for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement,
3. including Broker's compensation. 36
4. **(B) Debt Service.** Owner shall give Broker advance written notice of at least 30 days to make any additional
5. monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance
6. premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the
7. beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount,
8. and Owner shall maintain this new contingency reserve amount at all time in the Trust Account. 42
9. **(C) Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve
10. amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly. 45
11. **7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS.** If the balance of the Trust Account is at any time
12. insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker
13. sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to
14. use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the
15. Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner
16. shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any
17. monies due Owner.

### 1 8. FINANCIAL AND OTHER REPORTS

2

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

6

1. **(B) Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from the
2. operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit
3. to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the
4. conclusion of each calendar year a Form 1099 indicating the total income received from the Property. 11

### 12 9. LEASING AND RENTING

13

1. **(A) Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals and
2. extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the
3. Property Trust Account. Leases are to be written on Broker's standard lease form. 17
4. **(B) Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions or
5. proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for
6. the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve
7. such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If
8. Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the
9. name of Owner's attorney). Owner shall pay all attorneys fees and court costs. 24
10. **(C) Management/Maintenance Review.** Broker shall make management/maintenance reviews of the Property
11. at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and
12. report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take
13. reasonable precautions to secure the Property. 29
14. **(D) Keybox.** Owner [ ] (does) -**OR**- [ ] (does not) authorize Broker to install a keybox in connection
15. with the showing of the Property when necessary. Owner acknowledges that they have been advised that:
16. a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the
17. Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified
18. appraisers;
19. b. Owner should safeguard Personal Property and valuables located within the Property;
20. c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;
21. d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be
22. obtained by Broker;
23. e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal
24. Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox. 41
25. **10. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS
26. ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided
27. to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and
28. Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate
29. with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination,
30. information and use by authorized Association members, MLS Participants and Subscribers. 48
31. **11. OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the Property's
32. listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as
33. online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public.
34. Some, but not all, of these websites may include a commentary section where consumers may include reviews and
35. comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments.
36. In addition, some, but not all, of these websites may display an automated estimate of the market value of the
37. Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the
38. following by initialing the appropriate space(s) below: 3
39. a. I/we have advised the Broker that I/we **DO NOT** want the listed Property to be **displayed on**
40. **the Internet** (the listing will not appear on any Internet site). In selecting this option, Owner understands that
41. consumers who conduct searches for listings on the Internet will not see information about the listed property in
42. responsetotheirsearch.*(Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)*

8 *732-3154.)*

9

1. b. I/we have advised the Broker that I/we **DO NOT** want the **address** of the listed Property
2. to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will
3. not appear in conjunction with the listing). *(Reminder to Broker: if this section is initialed, you must fax this page to*

13 *the MLS at (702) 732-3154.)*

14

1. c. I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or
2. linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner). 17
3. d. I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of**
4. **value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the
5. request of the owner).

21

22 **—OR—**

23

24 Owner does **NOT** opt out of any of the above. 25

### 26 12. REASONABLE MAINTENANCE AND REPAIR

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1. **(A) Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through contracted
2. services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property
3. in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with
4. lease requirements, governmental regulations or insurance requirements. Any cost exceeding $
5. must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the
6. preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid
7. danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by
8. Broker at Owner's expense without prior approval. 36
9. **(B) Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in working
10. condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's
11. responsibility to maintain all smoke detectors. 40
12. **13. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, make contracts for
13. electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility
14. charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective
15. utility companies and service providers and make changes to services as Broker deems necessary during the term of
16. this Agreement.

46

### 47 14. INSURANCE.

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1. **(A) Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage and against
2. liability for loss, damage or injury to property or persons which might arise out of the occupancy, management,
3. operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's
4. expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the
5. Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less
6. than $500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in
7. force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate
8. evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this
9. Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner
10. and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such
11. policies.

5

6 **(B) Tenant's Insurance.** Tenants (shall) -**OR**- (shall not) be required to obtain renter's insurance. 7

1. **15. SAVE HARMLESS.** Owner shall indemnify, defend and save Broker harmless from all loss, investigation,
2. suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage
3. incurred or occurring in, on or about the Property. 11
4. **16. BROKER ASSUMES NO LIABILITY.** Broker assumes no liability for any damages, losses, or acts of
5. omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or
6. previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of
7. environmental or other regulations which may become known during the term of this Agreement. Any such
8. regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall
9. promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where
10. Owner's funds are deposited. 19

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

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1. **(A) Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in connection
2. with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit
3. reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of
4. race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes;
5. provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged
6. in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in
7. this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit. 29
8. **(B) Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice
9. regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of
10. Broker, Owner shall pay an apportioned amount of such expense. 33

### 34 18. REPRESENTATIONS

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1. **(A) Owner Representations.** Owner represents and warrants that Owner has full power and authority to
2. enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed
3. tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions,
4. reservations or rights of way which adversely affect the use of the Property for the purposes intended under this
5. Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have
6. been secured and are current; that the building and its construction and operation do not violate any applicable
7. statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is
8. dependable and accurate. **OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES,**
9. **DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS**; and that any future
10. defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's
11. receipt of notice of default (which commences foreclosure proceedings). **OWNER UNDERSTANDS THAT**

### OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE

1. **PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE**
2. **PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.**
3. **Owner Initials** [ ] [ ]

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