

Property Management / Listing Agreement  
Sample Owner / Sample Owner Company / & Limestone Investments LLC  
For: 1235 E Main, Las Vegas, 89101

**BROKER/PROPERTY MANAGER**

Jim Eagan  
Limestone Investments LLC  
5841 E Charleston 230-452  
Las Vegas, NV 89142  
(702) 430-7900 Office  
(702) 690-9201 Maintenance

**Agent:** Jim Eagan  
(702 287-1092  
jim@ifindproperties.com  
**Owner:** Sample Owner  
Sample Owner Company

Starting: 10/15/2013

Ending: 10/15/2014

**Owner may cancel this contract with 30 days notice.**

**Employment.** Owner hereby employs Broker as the leasing and managing Agent for the Property 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. Any and all duties to be performed by Broker under this agreement shall be on behalf of the Owner, in the Owner's name, for the Owner's account. In taking any action under this Agreement. 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.

**Broker Compensation:** As compensation for the services rendered by Broker (exclusive of reimbursement of the expenses to which Broker is entitled hereunder)

**Lease/Option Services**  Yes  
 No

OR

**This amount varies and is determined between you and our agent in advance. Some of this money goes to a bounty hunter.**

**Tenant Placement**  Yes  
 No

\$500

Amount Broker shall be paid when a qualified tenant is placed. Tenant deposits will be placed in a trust account.

**Property Management**  Yes  
 No

Percentage of gross rent will go to broker.

OR Flat rate charged per month.

**Maintenance Services**

**Deductible** Amount tenant pays for service calls.

**Threshold** Anything more requires authorization.

**Additional Terms:** There are no start up costs finding a tenant.

Initial

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**Provided By Owner**

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Water Softner	HOA Dues	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> NA
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Purifier	Electricity	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
<input type="checkbox"/> Gas Stove	<input type="checkbox"/> Automatic Garage Door	Gas	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> NA
<input checked="" type="checkbox"/> Electric Stove		Cable / Dish	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
<input type="checkbox"/> Microwave		Water	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
<input type="checkbox"/> Disposal		Garbage	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
<input type="checkbox"/> Washer		Sewer	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
<input type="checkbox"/> Dryer		Pool Maintenance	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> NA
		Yard Maintenance	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

\_\_\_\_\_ **Initial**

**Debt and other payment Service.** Owner shall be responsible for making mortgage payment, general taxes, special assessments or insurance premiums.

**Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements.

**Reports.** Broker shall furnish Owner with invoices and other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

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

**Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through contracted services all ordinary repairs and replacements reasonably necessary to preserve the property in a habitable condition. Any cost exceeding the threshold stated above 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 the 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.

**Home Warranty**  Yes  No    **Name** \_\_\_\_\_ **NA**    Owner agrees to pay warranty deductible.  
**Phone** \_\_\_\_\_ **NA**    **Plan** \_\_\_\_\_ **NA**    **Exp** \_\_\_\_\_

**HOA**  Yes  No    **Name** \_\_\_\_\_ **NA**    **Phone** \_\_\_\_\_ **NA**  
 Owner agrees to provide Limestone Investments a copy of the HOA Rules in a PDF format.

**Insurance Co** \_\_\_\_\_ **Typical Insurance** \_\_\_\_\_    **Rider Confirmed**  Yes  No  NA  
**Policy Number** \_\_\_\_\_ **123524242** \_\_\_\_\_  
**Insurance Phone** \_\_\_\_\_ **(702) 287-1111** \_\_\_\_\_

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**Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the property in working condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors. **Owner agrees to pay Limestone Investments \$50 for each missing smoke detector. \_\_\_\_\_**

**Disclaimers.** Limestone Investments and its associates, including the listing and leasing agents, are trained in the marketing of real estate. They are not trained or licensed to provide the client with professional advice regarding the physical conditions of any property or regarding legal or tax matters. It is strongly recommended that clients consult their own design or land use professional, zoning expert, contractor, home inspector, surveyor, title insurer, termite control expert, attorney, tax specialist, estate planner, CPA, accountant, and other professionals regarding the size (including the acreage and square foot), legal, mechanical, or physical condition of the Property and any other aspects of this transaction.

**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 person which might arise out of the occupancy, management, operation or maintenance of the property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the property.

**Liability.** 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.

**Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is party to this Agreement and no MLS or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any service rendered pursuant to this Agreement.

**Notice.** This Agreement may be terminated by either party upon issuance of thirty (30) days written notice. Within ten days of termination, Owner shall pay Broker all management fees past due and through the thirty (30) days termination period.

**Agreement to Mediate.** All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorney's fees to be determined by the court or arbitrator.



**BROKER/PROPERTY MANAGER**  
Jim Eagan  
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5841 E Charleston 230-452  
Las Vegas, NV 89142



**Owner**  
Sample Owner  
Sample Owner Company

# Mechanical Keybox Authorization

GLVAR maintains a Multiple Listing Service (MLS) which is available to its broker and appraiser participants and their associates who agree to abide by the Rules and Regulations and Policies of the MLS. The Seller/Owner of a listed property decides whether a keybox may be installed on a listed property, to facilitate showing the property. Two options are generally available: an electronic ("Supra®") lock box or a mechanical, combination-type box. Supra® keyboxes are accessible only by those GLVAR members who have an electronic key used to open the keybox. Mechanical lock boxes may be opened by anyone who has access to the combination/code. The MLS Policies require that if a Seller/Owner elects to have a mechanical keybox installed, the listing broker shall submit to the MLS within two (2) business days this certification, signed by the Seller/Owner, indicating that the seller/owner authorizes the listing broker to use a mechanical keybox.

## CERTIFICATION

SELLER/OWNER ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED:

That per the terms of the Listing Agreement (or Property Management Agreement, if a rental), the Seller/Owner has authorized Broker to install a keybox (also known as a lock box) in connection with the showing of the Property (subject to tenant approval, if a rental).

That the MLS Policies allow the Broker, at the Seller/Owner's direction, to install either an electronic keybox (Supra® box) or a mechanical, combination-type keybox on the Property.

That there are benefits of an electronic keybox over a mechanical keybox, including the ability of Broker to identify the agents and brokers who have accessed the keybox for the purpose of showing the property to assist with marketing and follow-up to obtain an offer on the Property.

That the MLS requires that a valid, working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. **Broker, Broker's agents, and/or GLVAR will not be responsible or liable to Seller/Owner for the unauthorized access or use of the mechanical keybox code**, and Seller/Owner hereby releases those parties from any responsibility.

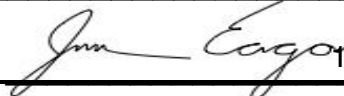
**BY SIGNING BELOW, SELLER/OWNER AGREES AND DIRECTS THAT BROKER MAY INSTALL A MECHANICAL KEYBOX ON THE PROPERTY.**


MLS# \_\_\_\_\_ Address: 1235 E Main City: Las Vegas Zip: 89101

Contract listing date: 10/15/2013 Contract expiration date: 10/15/2014

Seller/Owner(s) Signature: \_\_\_\_\_ 10/3/2013  
Date

Company Name: Limestone Investments LLC

Agent Name: James Eagan Signature  10/3/2013  
Date

Broker Name: James Eagan Signature  10/3/2013  
Date

Reminder to Broker / Agent: If Seller / Owner has selected a mechanical lock box, a copy of this form MUST be provided to the MLS within 48 hours. Fax to (702) 732-3154

## DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

**Licensee:** The licensee in the real estate transaction is James Eagan  
 whose license number is 1000724. The licensee is acting for [client's name(s)] \_\_\_\_\_  
**Sample Owner** \_\_\_\_\_ who is/are the  Seller/Landlord;  Buyer/Tenant.  
**Broker:** The broker is James Eagan, whose  
 company is Limestone Investments, LLC.

**Licensee's Duties Owed to All Parties:**

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
  - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
  - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

**Licensee's Duties Owed to the Client:**

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

**Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.**

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

**Licensee Acting for Both Parties:** You understand that the licensee \_\_\_\_\_ may *or* \_\_\_\_\_ may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

**I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.**

<u>10/3/2013</u> <i>Seller/Landlord</i> <i>Date</i> <i>Time</i>	 <i>Buyer/Tenant</i> <i>Date</i> <i>Time</i>
 <i>Seller/Landlord</i> <i>Date</i> <i>Time</i>	 <i>Buyer/Tenant</i> <i>Date</i> <i>Time</i>

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number <div style="background-color: yellow; height: 15px; width: 100%;"></div>
or
Employer identification number <div style="background-color: yellow; height: 15px; width: 100%;"></div>

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶ **10/3/2013**

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,