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	B Harvey Blar	kfeld		
whose license number is	РМ.0164883 . The li	icensee is acting for [client's name([S)] Andy Griffith		
Barney Fife who is/are the Seller/Landlord; Buyer/Tenant.					
Broker: The broker is	Forrest Barbee	, whose company is	BHHSNV .		
Are there additional licens	sees involved in this trans	saction? 🗷 Yes 🔲 No If yes, Suj	pplemental form 525A		
required.					

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:

The Licensee

MAY [/]	<u>OR</u>	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.

Seller/Landlord:	Andy Griffith	Date:	<i>Time</i> :
Seller/Landlord: <u>OR</u>	Barney Fife	Date:	<i>Time</i> :
Buyer/Tenant:		Date:	<i>Time</i> :
Buyer/Tenant:		Date:	<i>Time</i> :

Approved Nevada Real Estate Division Replaces all previous versions

> This form presented by Harvey Blankfeld | BHHS Nevada Properties | 7023621111 | harvey@brownblankfeld.com

525 Revised 11/7/16

InstanetFORMS

SUPPLEMENTAL LIST OF LICENSEES PARTY TO THE DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

Licensee:	Harvey Blankfeld	, is acting for
Broker:	BHHS Nevada Properties	<u>1</u>
	ensees on this transaction, liste levada Real Estate Licensee:	ed below, are subject to NRS 645.252, NRS 645.254, and the Duties
NAME		LICENSE NUMBER
	Crystal Jensen	0175825
	John DiCarlo	058032
3	Mazmin Penaloza	0174470
	Karlee Ames	0188835

I/We acknowledge	e receipt of a	copy of this	Supplemental List	of Licensees.
------------------	----------------	--------------	-------------------	---------------

Seller/Landlord:	Date:	<i>Time</i> :
Seller/Landlord: Barney Fife OR	Date:	<i>Time</i> :
Buyer/Tenant:	Date:	<i>Time</i> :
Buyer/Tenant:	Date:	<i>Time</i> :

Approved Nevada Real Estate Division Replaces all previous versions 525A Revised 11/7/16

This form presented by Harvey Blankfeld | BHHS Nevada Properties | 7023621111 | harvey@brownblankfeld.com

CONSENT TO ACT

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

DESCRIPTION OF	TRA	NSACTION: The real estate transac	ction is the \Box sale and purchase; α	or 🗶 lease; of
Property Address:	100	Main Street		
-		Maybe	rry	NV 89111 .
does so, he or she mu	ıst obta	nsee may act for more than one part in the written consent of each party urself and the other party, you should	. This form is that consent. Befor	re you consent to having
Licensee: The licens	ee in tł	is real estate transaction is	Harvey Blankfeld	("Licensee") whose
license number is	4889	7 and who is affiliated with	BHHS Nevada Properties	("Brokerage").
Seller/Landlord		Andy Griffith	Barn	ey Fife
Buyer/Tenant	Prin	Name		

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally 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.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.								
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time			
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time			





RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

1	This PROPERTY MANAGEMENT AG	REEMENT ("Agreement"),	entered into this	day of			
2	20, by and between Arr	ndy Griffith	Barney Fife	("Owner") of			
3	3 the property(ies) described in Exhibit A attached hereto ("Property") and Forrest Barbee						
4	("Broker"), of внняму	(Company Name) by	and through its authors	orized agent			
5	Harvey Blankfeld	("Agent") Property Manag	ement License Numb	er pm.0164883;			
6	who is duly licensed to manage the Property. In						
7	agree as follows:		-	_			
8	-						
9	1. NOTICES. Any notices, demands, cons	sents and reports necessary	or provided for under	r this Agreement			
10	shall be in writing and shall be addressed as follo	ows:	*	C			
11							
12	TO OWNER:	TO BROKER:					
13	Name: Andy Griffith	Company Name:	BHHSNV				
14	Address:	Address: 7475 w s	ahara Ave #100				
15	City, State & ZIP:	City, State & ZIP:	Las Vegas	NV 89117			
16	Phone:	Phone:	702-315-7591				

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

Fax:

Email:

702-315-7598

manage@brownblankfeld.com

23 2. EMPLOYMENT OF MANAGING BROKER.

Email:

(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.

32 Relationship of Broker to Owner. The relationship of the parties to this Agreement shall be **(B)** 33 that of principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of 34 Owner, in Owner's name and for Owner's account. In taking any action under this Agreement, Broker shall be 35 acting only as agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint 36 venture or any other relationship between the parties or as requiring Broker to bear any portion of losses arising 37 out of or connected with the ownership or operation of the Property. Broker shall not at any time during the 38 period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind 39 or obligate the other except as expressly set forth in this Agreement, except that Broker is authorized to act with 40 such additional power as may be necessary to carry out the spirit and intent of this Agreement. Broker, under this 41 Agreement, shall not be responsible for delays in the performance of any obligation unless there is an intentional 42 delay caused by Broker or its agents and employees.

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

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Fax:

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 Property Owner
 Andy
 Griffith
 Barney
 Fife

 Residential Property Management Agreement Rev. 11.19
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 Page 1 of 12
 Authorized Agent for Broker
 Owner
 Owner

(D) Term. The term of this Agreement shall be for an initial period of <u>1</u> year(s) (the "initial term") beginning on <u>20</u> and ending <u>20</u>. Unless earlier 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 $_100.00$ 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 $_0.00$ 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: \$ 800.00 -OR- 25 % of the first month's rent -OR- _____% 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 0.00. Additionally, Broker shall be paid a one-time, non-refundable fee of 1.00 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 \$300.00. 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 \$ 0.00 - OR - 0.0 % of the monthly rent - OR - 0.0 % 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 $\underbrace{0.0}$. 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 <u>12</u>% per annum.

(H) Extraordinary Services. An hourly fee of \$_75.00 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.

 Property Owner
 Andy Griffith
 Barney
 Fife

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 Authorized Agent for Broker
 Owner
 Owner

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 \$_______ 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.

38 (B) Debt Service. Owner shall give Broker advance written notice of at least thirty (30) days to 39 make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special 40 assessments or insurance premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to 41 make such payments after the beginning of the term of this Agreement, Broker shall have the authority to name a 42 new contingency reserve amount, and Owner shall maintain this new contingency reserve amount at all time in 43 the Trust Account.

45 (C) Net Proceeds. To the extent that funds are available and after maintaining the cash contingency 46 reserve amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner or as otherwise 47 directed by the client in writing. Net proceeds are defined as the amount after all costs and expenses are deducted 48 by Broker from the gross proceeds from the Property

50 7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS. If the balance of the Trust Account is at any
 51 time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to
 52 Broker sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be

Property Owner	Andy Griffith	Barney	Fife		
Residential Proper	ty Management Agreement Rev.	11.19	© 2019 Greater Las	Vegas Association of	REALTORS®
Page 3 of 12		Authorized A	gent for Broker	Owner	Owner
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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.

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

(B) **Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit to Owner such 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.

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

Owner _____ (is) $-OR-_$ \checkmark (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

9. LEASING AND RENTING.

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

(B) 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 (unless Owner supplies Broker with the name of Owner's attorney). Owner shall pay all attorney's fees and court costs.

38 (C) Management/Maintenance Review. Broker shall make management/maintenance reviews of 39 the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary 40 or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, 41 Broker will take reasonable precautions to secure the Property.

(D) KEYBOX: Owner <u>/</u> does -OR- <u>does not</u> authorize Broker to install a keybox

44 (<u>v</u> electronic -OR- mechanical) in connection with the showing of the Property. A mechanical keybox 45 is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS 46 requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The 47 code is a confidential field that is not intended to be available to the public. Owner acknowledges that they have 48 been advised that:

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

Property Owner	Andy Griffith	Barney	Fife		
Residential Property	Management Agreement Rev. 11.1	9	© 2019 Greater I	Las Vegas Association	on of REALTORS®
Page 4 of 12	A	uthorized A	gent for Broker	Owner	Owner

- b. Owner should safeguard Personal Property and valuables located within the Property;
- c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;

d. Where a Tenant occupies the Property, the Tenant's consent is also required, which shall be obtained by the Owner or the Property Manager;

e. Owner \checkmark does -OR- ____ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the 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.

10 f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or 11 occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as 12 may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining 13 appropriate insurance.

15 **10. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS 16 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be 17 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its 18 Rules and Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to 19 cooperate with other real estate Brokers, and to report the lease, its price and terms for the publication, 20 dissemination, information and use by authorized Association members, MLS Participants and Subscribers. 21

22 11. **OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the 23 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet 24 sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally 25 available to the public. Some, but not all, of these websites may include a commentary section where consumers 26 may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or 27 provide a link to the comments. In addition, some, but not all, of these websites may display an automated 28 estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the 29 estimate. Owner may opt-out of any of the following by initialing the appropriate space(s) below: 30

- 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.

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 Property Owner
 Andy Griffith
 Barney
 Fife

 Residential Property Management Agreement Rev. 11.19
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 Page 5 of 12
 Authorized Agent for Broker _____ Owner _____ Owner _____

12. **REASONABLE MAINTENANCE AND REPAIR.**

Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through (A) 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 exceeding \$ 500.00 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.

19 **(B) Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in 20 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. 22

23 UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts 13. 24 for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All 25 utility charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the 26 respective utility companies and service providers and make changes to services as Broker deems necessary 27 during the term of this Agreement. Should at any time a Tenant fails to maintain utilities and essential services, 28 Owner shall be responsible for any and all related costs. 29

14. **INSURANCE**.

32 Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage (A) 33 and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, 34 management, operation or maintenance of the Property. Said insurance shall comply with applicable Nevada law. 35 The deductible required under such insurance policies shall be the Owner's expense. Broker shall be named as an 36 additional insured on all liability insurance policies maintained with respect to the Property, and Owner shall 37 provide proof of same within fifteen days (15) of the execution of this agreement. Liability insurance shall be in 38 form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred thousand 39 dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain adequate 40 vandalism coverage for the Property. Owner shall furnish Broker with a certificate evidencing fire and liability 41 insurance or with duplicate copies of such policies within fifteen days (15) of the execution of this agreement. 42 Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner and shall 43 require a minimum of thirty (30) days written notice to Broker before any cancellation of or changes to such 44 policies.

45 If any of the above-mentioned insurance policies lapse, or if Owner fails to maintain policies in the 46 prescribed amounts, Broker shall have the right, but NOT THE OBLIGATION to obtain insurance policies for the coverage and amounts prescribed above. Broker shall immediately notify Owner of this 47 48 forced place insurance due to its breach. Within 10 days Owner shall reimburse Broker for the amount 49 Broker paid for said insurance coverage plus a 10% penalty. **Owner Initials** [] []

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Property Owner Andy Griffith Barney Fife Residential Property Management Agreement Rev. 11.19 © 2019 Greater Las Vegas Association of REALTORS® Page 6 of 12 Authorized Agent for Broker _____ Owner ____ Owner ____

(B) Tenant's Insurance. Tenants <u>✓</u> (shall) –OR– ____ (shall not) be required to obtain renter's insurance.

15. HOLD HARMLESS. Owner shall indemnify, defend and hold 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.

16 17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION. 17

18 **(A)** Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in 19 connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair 20 employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal 21 discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, 22 elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any 23 such expenses if Broker is finally adjudged in a court of law to have personally, and not in a representative 24 capacity, violated any such law. Nothing contained in this Agreement shall obligate Broker to employ legal 25 counsel to represent Owner in any such proceeding or suit. 26

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

18. **REPRESENTATIONS**

33 Owner Representations. Owner represents and warrants that Owner has full power and **(A)** 34 authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other 35 than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, 36 restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended 37 under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the 38 Property have been secured and are current; that the building and its construction and operation do not violate any 39 applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by 40 Owner is dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, 41 TAXES, DUES, UTILTIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT 42 DEFAULTS; and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported 43 to Broker within 14 business days of Owner's receipt of Notice of Default (which commences foreclosure 44 proceedings). OWNER FURTHER REPRESENTS THAT NO LIENS OF ANY TYPE (INCLUDING HOA 45 AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER 46 UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY 47 FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE 48 PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 49 Owner Initials [] []

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 Property Owner
 Andy Griffith
 Barney Fife

 Residential Property Management Agreement Rev. 11.19
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 Page 7 of 12
 Authorized Agent for Broker
 Owner

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

5 COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest 19. 6 Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. 7 OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND 8 RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS 9 OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO 10 AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no 11 liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or 12 additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to 13 the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on 14 Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will 15 not affect the terms of this Section. **Owner Initials** [] [16

20 TERMINATION.

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19 (A) Early Termination. This Agreement may be terminated by Owner before the termination date 20 specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified 21 in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over 22 the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this 23 purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be 24 presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the 25 event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will 26 . This Agreement may be terminated by Broker before the pay Broker a transfer fee of \$ 250.00 27 termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of the 28 termination date, Owner will pay Broker all monies due under this Agreement via certified funds. Should this 29 Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, 30 and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property within ten 31 days of receipt of an accounting of said expenses, in certified funds. If Owner terminates this Agreement prior to 32 leasing the Property. Owner agrees to pay an additional cancellation fee of \$ 250.00 in certified 33 funds.

35 **Owner Responsible for Payments.** Upon termination of this Agreement, Owner shall assume **(B)** 36 the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may 37 withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated in order to 38 pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 39 thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due 40 Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as 41 a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of 42 termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker 43 **75.00 -OR- 10.0** %, whichever is greater, before delivering may deduct an administration fee of \$ 44 the balance of the funds to the Owner. **Owner Initials** [] [] 45

46 (C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if 47 Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, 48 and within <u>90</u> calendar days of the termination the Property is leased to anyone with whom the Broker 49 has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the 50 Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property 51 management agreement with another licensed real estate Broker after termination of this Agreement.

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 Property Owner
 Andy Griffith
 Barney Fife

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 Authorized Agent for Broker
 Owner

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

22. **MISCELLANEOUS.**

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9 Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this (A) 10 Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the 12 provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be 13 construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy 14 provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the 15 party exercising such right or remedy. 16

17 Agreement to Mediate. All parties agree to engage in mediation through the Greater Las Vegas **(B)** 18 Association of REALTORS® or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be 19 divided equally among the parties involved. In any action or proceeding involving a dispute between the parties 20 arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and 21 reasonable attorney's fees to be determined by the court or mediator.

22 Owner Initials [] [] Broker Initials [][] 23

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

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

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

40 **(F) Notices.** All notices under this Contract will be in writing and will be delivered by personal 41 service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated 42 from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this 43 Contract. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on 44 which it is mailed. All other notices will be deemed given when received. No objection may be made to the 45 manner of delivery of any notice actually received in writing by an authorized agent of a Party. 46

47 (G) Partial Invalidity. If any provision of this Contract is held by a court of competent jurisdiction to be 48 invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being 49 impaired or invalidated in any manner.

51 Publicity. Neither Party shall make any public announcement concerning this Contract without **(H)** 52 the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a

Property Owner	Andy Griffith	Barney	Fife		
Residential Proper	ty Management Agreement Rev.	11.19	© 2019 Greater Las	Vegas Association	of REALTORS®
Page 9 of 12		Authorized A	gent for Broker	Owner	Owner

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a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

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

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

13 24. **COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their 14 respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and 15 signed by the parties. There are no warranties or representations not herein contained. This Agreement sets forth 16 the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and 17 all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof. 18 This Agreement represents the entire agreement between the parties and is entered into freely and voluntarily with 19 full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of 20 them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to 21 execution of this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign 22 the Agreement with the intent to be fully bound thereby. 23

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

[This space left intentionally blank.]

B. Landlord understands that if the funds to cover repairs or back rent documentation to whomever the land	ts, the pro	perty manager wil	l provide support	and
C. The \$300.00 referral commission	-			
it.				
D. Under certain circumstances, pr accommodate vendors when home is va		agers may place a	mechanical box a	t the hom
BROKER: BHHSNV				
(Company Name)				
By:				
Authorized Agent for Broker D Harvey Blankfeld	Date	Owner Signature		Date
Property Management License Number:		Printed Name: And	Griffith	
By:				
Broker and or D	Date	Owner Signature		Date
Designated Property Manager Forrest Barbee		Printed Name: Barr	ley Fife	

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26.

ADDITIONAL TERMS:

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	PRO	EXHIBIT A PERTY INFORMA	ATION		
Owner Name:	Andy Griffit	th	Barn	ey Fife	_
Property Address:	100 Main Street	t			_
	Mayh	berry	NV	89111	
Date:					
one (1) calendar year f	ee that the term of the contro rom the date of this Property nt shall remain the same and	olling Residential Prop Information Form. An	ny and all othe	er terms of the Resid	lential Prop
Existing Tenant (if any	<i>י</i>):				
	Name:				
	Home Phone:				
	Work Phone:				
	Email:				
Acceptable Rental Rat	e/Month: Minimum: \$	Maximu	ım: \$		
Acceptable Lease Terr	n: Minimum <u>1</u>	Years / Maximum:	: <u>2</u> Year	s	
Will pets be considered	d? Yes 🔽 -OR- No	(If yes, Tenant m	nust complete	Application for Pet	Approval.)
Will smoking be perm	itted in the unit? Yes	-OR- No 🖌			
Will Section 8 be cons	idered? YesOR- 1	No 🖌			
As applicable:					
CBU & Mail Box Nun	nber:	Parking Space Nun	nber:		
Gate Code:		Alarm Code:			
Homeowner Insurance Phone Number:	Company: onal Insured: Y N		Policy Nu Policy Lii	mber: mits:	
Broker listed as Additi	onal Insured: Y N				
Fire Insurance Compar Phone Number:	ıy:	Pc Pc	olicy Number: olicy Limits:		
Broker listed as Additi	onal Insured: Y N		• _		
Phone Number:	any:		Policy Number	:	
By:Authorized Agent	for Broker Date	Owner Sig	mature	Date	
Harvey Blankfe	eld	Printed Na		riffith	
Property Owner	Andy Griffith	Barney Fife			
	agement Agreement Rev. 11.19			Association of REAL	

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FORECLOSURE ADDENDUM TO

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

					for					
	100	Main	Street			Мау	berry	NV	89111	
					(Property A	ddress)				
	In refer	rence	to the Residential Pro	opert	y Manageme	ent Agree	ment ("Agreement")	execu	ted by OWN	ER'S
Name:		And	ly Griffith	,	OWNER'S	Name	:Barney	Fife		and
		BHH	SNV	as	Brokerage,	dated _		c	overing the	real
propert	y noted	above	e, which obligates the	e Ov	oner to advise	e Brokera	age of any defaults of	on any	loans, mort	gages,

dues or trust deeds, the parties hereby agree that the Agreement be amended as follows:

1. NOTICE TO TENANT. Should Broker/Designated Property Manager receive any notice indicating that Owner is in any one of the following situations: (1) default of any loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process, including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of a short sale contract, Owner authorizes Broker/Designated Property Manager to immediately notify the Tenants(s) in order to make arrangements to terminate the lease within 30 to 60 days of the expected foreclosure date. The Owner fully authorizes Broker/Designated Property Manager to negotiate an agreeable termination date and any other concessions deemed necessary in Broker/Designated Property Manager's sole discretion based on available information and the expected foreclosure sale date (or close of escrow in the case of a short sale).

2. NOTICE TO BROKER. Owner is solely responsible to provide any information regarding the redemption of the property or any extension or negotiations with the lender or trustee in order to delay the foreclosure sale. All information shall be supplied in writing to Broker/Designated Property Manager in sufficient time so Broker/Designated Property Manager may find a mutually beneficial termination date. Should Owner fail to notify Broker/Designated Property Manager, then Broker/Designated Property Manager reserves the right to terminate the lease agreement at an appropriate time to be decided solely by Broker/Designated Property Manager, prior to the foreclosure sale.

3. MANAGEMENT FEES. During the foreclosure period, Owner agrees to increase reserves by $\frac{1,000.00}{n/a}$ or <u>n/a</u>%. Owner authorizes Broker/Designated Property Manager to accelerate the balance of the management fees due to Broker/Designated Property Manager for the remainder of the current lease in the amount of $\frac{250.00}{100}$, plus a termination and tenant move out fee of $\frac{250.00}{250.00}$ payable to Broker/Designated Property Manager as and for compensation for the mailing of notices, research and negotiations that Broker/Designated Property Manager must undertake to lawfully terminate the current lease to minimize repercussions from the Tenant(s). However, the Owner is fully aware that any early termination of said lease may result in legal consequences. Owner is advised to seek appropriate counsel for the legal, financial and credit consequences of a foreclosure and early lease termination.

4. RETURN OF SECURITY DEPOSIT. Owner authorizes Broker/Designated Property Manager to release ALL security deposits (including non-refundable deposits) back to the Tenant(s) with no further obligations from the Tenant(s) or Broker/Designated Property Manager once the property is vacant.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Property Management Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

OWNER	DATE	OWNER DATE	
Andy Griffith		Barney Fife	
PRINT NAME		PRINT NAME	
BHHSNV			
BROKERAGE (Company Name)			
AUTHORIZED AGENT FOR BROKERAG	E DATE	BROKER/DESIGNATED PROPERTY MANAGER	DATE
Harvey Blankfeld		Forrest Barbee	
PRINT NAME		PRINT NAME	

Foreclosure Addendum (Owner) rev. 06.2016	Owner Initials: []	[]
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FORECLOSURE ADDENDUM TO RESIDENTIAL LEASE AGREEMEI

		IOr				
100 Main	n Street	Ма	yberry	NV	89111	
	(Property Address)				
In reference to the	ne Residential Lease Agreem	ent ("Lease Agreement")	executed by			
OWNER'S Name:	Andy Griffith	, OWNER'S Nam	ne:	Barney Fif	e	and
TENANT's Name:		TENANT's Nam	ne:			
TENANT's Name:		TENANT's Nam	e:			
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dated covering the above-referenced real property, the parties hereby agree that the Lease Agreement be

amended as follows:

1. NOTICE OF DEFAULT/FORECLOSURE. Tenant(s) is notified that Owner has agreed to notify Broker/Designated Property Manager of any defaults on any loans, mortgages, assessments or trust deeds. The filing of a Notice of Default by a lender or other lien holder commences a foreclosure period which lasts, at a minimum, three months plus 21 days. Tenant(s) is further notified that Owner has authorized Broker/Designated Property Manager to notify Tenant(s) and make arrangements to terminate the Lease Agreement if Broker/Designated Property Manager receives any notice indicating that Owner is any one of the following situations: (1) default of any loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of a short sale contract. In such event, Owner has authorized Broker/Designated Property Manager to negotiate termination of the Lease Agreement.

2. TERMS OF LEASE AGREEMENT. During any foreclosure period, the Tenant(s) shall honor ALL CONDITIONS of the current Lease Agreement including the timely payment of rent as stated in the Lease Agreement. Nevada law grants the Owner a redemption period, and the Owner remains as the legal owner of record until the actual time of the foreclosure sale.

3. **RETURN OF SECURITY DEPOSITS.** Once the Tenant(s) vacates the property, the Owner has authorized Broker/Designated Property Manager to release ALL security deposits (including non-refundable deposits) back to the Tenant(s) with no further obligations from the Tenant(s) or Broker/Designated Property Manager. The 30-day period required by Nevada law for the return of the security deposits still applies. The property must be returned in the same general condition as the Tenant(s) occupied the property. Upon Tenant(s)'s request, Broker/Designated Property Manager will attempt to find a new home to rent/lease/purchase for Tenant(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Lease Agreement. WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

LANDLORD/OWNER DATE		LANDLORD/OWNER DATE				
OR Authorized Signatory		OR Authorized Signatory				
Andy Griffith		Barney Fife				
PRINT NAME		PRINT NAME				
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE			
	DITL	ILIMINI 5 SIGIMICKE	DAIL			
PRINT NAME		PRINT NAME				
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE			
IENANI S SIGNATURE	DATE	TENANT S SIGNATURE	DAIL			
PRINT NAME		PRINT NAME				

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