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 Harvey Blankfeld				
whose license number is S.0048897 . The licensee is acting for [client's name(s)] Ralph				
Cramdon, Edward Norton who is/are the Seller/Landlord; Buyer/Tenant.				
Broker: The broker is Forrest Barbee, whose company is BHHS Nevada Properties				
Are there additional licensees involved in this transaction? 🗹 Yes 🔲 No 🛛 If yes, Supplemental form 525A is				
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.

1

Licensee Acting for Both Parties:

The Licensee

~	MAY	Γ
•	IVIAI	

>

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.

Seller/Landlord:	Date:	<i>Time</i> :
Seller/Landlord:	Date:	_ <i>Time</i> :
Buyer/Tenant:	Date:	<i>Time</i> :
Buyer/Tenant:	Date:	<i>Time</i> :

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: <u>Harvey Blankfeld</u>, is acting for <u>Ralph Cramdon, Edward Norton</u>

Broker: BHHS Nevada Properties

Additional licensees on this transaction, listed below, are subject to NRS 645.252, NRS 645.254, and the Duties Owed *By* A Nevada Real Estate Licensee:

NAME		LICENSE NUMBER
Karlee Ames	-	0188835
Erica Cabalitasan	-	058032
Jazmin Penaloza	-	0174470
Vanessa Barillet	-	0180998
	-	
	_	
	-	
	_	
	_	
	_	
	-	
	-	
I/We acknowledge receipt of a copy of this	- Supplemental List of Licens	sees.
Seller/Landlord:	Date:	<i>Time</i> :
Seller/Landlord:	Date:	<i>Time</i> :
<u>OR</u>		
Buyer/Tenant:	Date:	<i>Time</i> :
Buyer/Tenant:	Date:	<i>Time</i> :

CONSENT TO ACT

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

DESCRIPTION OF TRANSACTION: The real estate transaction is the \Box sale and purchase; or \Box lease; of
Property Address: 7475 SAHARA AVE, LAS VEGAS, NV 89117
In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.
Licensee: The licensee in this real estate transaction is <u>Harvey Blankfeld</u> ("Licensee") whose
license number is <u>S.0048897</u> and who is affiliated with <u>BHHS Nevada Properties</u> ("Brokerage").
Seller/Landlord Ralph Cramdon, Edward Norton Print Name
Buyer/Tenant

Print 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

	Property Address7475 SAHARA AVE, LAS V	(EGAS, NV 89117			
	Is multi-family unit (Yes)-(No) If Yes how many units?				
1		EMENT AGREEMENT ("Agreement"), entered into this			
2	day of 20 , by and betw				
3	Ralph Cramdon, Edward Norton	("Owner") of the property(ies) described in Exhibit(s)			
4	attached hereto ("Property") and Forrest	Barbee ("Broker"), of			
5	BHHS Nevada Properties (Company N	Jame) by and through its authorized agent			
6	Harvey Blankfeld ("Authorized Agent") Property Management Permit Number				
7	PM.0164883; who is duly permitted to manage the Property, (each a "Party and collectively "Parties") In				
8	consideration of the mutual terms of this Agreement the parties agree as follows:				
9	-				
10	Description of the Property. The Property to be	managed under this Agreement is more fully described in			
11	Exhibit(s) attached hereto. In the event more than one property, or one property with multiple units, is covered by				
12	this Agreement such exhibits shall be enumerated 1,	2, 3 etc.			
13					
14	1. NOTICES. Any notices, demands, consent	s and reports necessary or provided for under this Agreement			
15	shall be in writing and shall be addressed as follows:				
16					
17	TO OWNER:	TO BROKER:			
18	Name: Ralph Cramdon, Edward Norton	Company Name: BHHS Nevada Properties			
19	Address:	Address: 7475 W Sahara Ave Ste 100, Las			
20	City, State & ZIP:	City, State & ZIP: Vegas, NV 89117-2768			
21	Phone:	Phone: (702) 315-7591			
22	Fax:	Fax: (702) 315-7598			
23	Email:	Email: manage@blankfeldgroup.com			

All notices shall be faxed, emailed, mailed by USPS or other mail carrier, courier or messenger. Notices shall be effective as of the date the notice is faxed, emailed or mailed (whichever is later).

24 25

2. **EMPLOYMENT OF MANAGING BROKER.**

30 **(A)** Employment and Acceptance. Owner employs Broker as the sole exclusive Agent of Owner to 31 lease and manage the Property (which includes listing the Property for lease and securing a tenant), upon the 32 terms and conditions provided herein. Broker accepts the employment and shall furnish the services of the 33 Company for the management of the Property. Owner shall pay all of the expenses in connection with the 34 services described herein. Owner understands and agrees that Broker's services will be performed through one or 35 more authorized agents, and any reference to Broker in this Agreement includes such authorized agents. 36

37 Relationship of Broker to Owner. The relationship of the Parties to this Agreement shall be **(B)** 38 that of principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of 39 Owner, in Owner's name and for Owner's account. In taking any action under this Agreement, Broker shall be 40 acting only as agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint 41 venture or any other relationship between the Parties or as requiring Broker to bear any portion of losses arising 42 out of or connected with the ownership or operation of the Property. Broker shall not at any time during the 43 period of this Agreement be considered a direct employee of Owner. Neither Party shall have the power to bind 44 or obligate the other except as expressly set forth in this Agreement, except that Broker is authorized to act with 45 such additional power as may be necessary to carry out the spirit and intent of this Agreement. Broker, under this 46 Agreement, shall not be responsible for delays in the performance of any obligation unless there is an intentional 47 delay caused solely by Broker, its agents or employees.

Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117 dword Norton

Property Owner	Raiph Cramuon, Euwa	ard Norton	
Residential Property Management Agreement Rev.	10.22 © 202	22 Greater Las Vegas Ass	sociation of REALTORS®
Page 1 of 14	Authorized Agent for Broker	Owner	Owner

(C) Term. The term of this Agreement shall be for an initial period of ______ year(s)(the "initial term") beginning on ______ 20___ and ending ______ 20___. Unless

earlier terminated as provided in Section 20 herein, the Agreement shall renew annually upon its anniversary date 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 $\frac{100.00}{100}$ per month or $\frac{10}{100}$ % of the monthly gross collected rents. Payments due to Broker for periods of less than the scheduled rental periods shall be protected based on a thirty (30) calendar day. A vacant property fee shall be paid to Broker in the amount of $\frac{0.00}{100}$ if the property is vacant.

(B) Leasing Fee. For the procurement of a Tenant(s) for whom a lease is effectuated, Broker shall be paid a leasing fee, the greater of: \$800.00 -OR - 20% of the first month's rent $-OR - \frac{n/a}{\$800.00}$ of the annual rent. Additionally, Broker shall be paid a one-time, non-refundable fee of \$800.00 each time a new tenant is placed in the subject property.

(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.

(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 lease renewal fee of

- **₽**\$0.00

(F) Advertising. Owner agrees to pay in advance for any and all advertisements placed for Property on Owner's behalf. The minimum advertising fee is 0.00. 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 12% 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", such normal management duties shall
 be at the sole discretion of Broker. These extraordinary services may include but are not limited to: attendance at
 eviction or other court proceedings; HOA meetings, HOA compliance hearings (including Ombudsman hearings)
 or any other related activity.

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

Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117

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. Such depository shall be at the sole discretion of 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.

(B) Initial Deposit and Reserve. Immediately upon commencement of this Agreement, Owner shall remit to Broker the sum of \$500.00 as a reserve. Owner shall maintain the reserve stated herein 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. Owner shall, as soon as practicable, remit such additional funds by Broker.

(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 behalf 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 maintain a separate Security Deposit Trust Account for security and other deposits on tenant's behalf. Such Trust Account(s) may hold deposits of multiple tenants Broker shall collect a security deposit and deposit it into the Security Deposit Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on Tenant security deposits shall be retained by Broker.

6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS.

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

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

47 (C) Net Proceeds. To the extent that funds are available and after maintaining the reserve amount as 48 specified in Section 4(B), Broker shall transmit the cash balances to Owner or as otherwise directed by the client 49 in writing. Net proceeds are defined as the amount after all costs and expenses are deducted by Broker from the 50 gross proceeds from the Property

Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117
Property Owner Ralph Cramdon, Edward Norton
Residential Property Management Agreement Rev. 10.22
© 2022 Greater Las Vegas

Residential Property Management Agreement Rev. 10.	22 © 2022 Gre	ater Las Vegas Asso	ociation of REALTORS®
	Authorized Agent for Broker	Owner	_Owner

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

8.

1

2

3

4

5

6 7 8

9

10

11

12 13

14

15

16

17 18

19

20

21

22

23

24 25

26

27 28

29

30

31

32

33

34 35

36

FINANCIAL AND OTHER REPORTS.

Owner/IRS Relationship. Owner is required to file all required Internal Revenue Service (IRS) **(A)** 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.

Reports. Broker shall furnish Owner with a statement of cash receipts and disbursements from **(B)** 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 (IRC)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.

(is) −OR− ✓ (is not) a non-resident alien individual, fiduciary, foreign partnership or Owner foreign corporation.

MULTIPLE LISTING SERVICE (MLS): Broker is a participant of LAS VEGAS REALTORS® 9. (LVR) Multiple Listing Service (MLS), and the listing information will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers.

10. LEASING AND RENTING.

37 (A) Authority. Broker is authorized to negotiate, prepare and sign all leases, including all renewals 38 and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out 39 of the Property Trust Account. Leases are to be written on Broker's standard lease forms. 40

41 Enforcement of the Leases. Broker is authorized to institute, in Owner's name, all legal actions **(B)** 42 or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, 43 or for the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign 44 and serve such notices as Broker deems necessary for lease enforcement, including the collection of rent or other 45 income. If Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies 46 Broker with the name of Owner's attorney). Owner shall pay all attorney's fees and court costs. 47

48 Management/Maintenance Review. Broker shall make management/maintenance reviews of **(C)** 49 the Property at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary 50 or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, 51 Broker will take reasonable precautions to secure the Property.

52 53

Property Address 7475 SAHARA AVE, LA			
Property Owner	Ralph Cramdon, Ed	ward Norton	
Residential Property Management Agreement Rev. 1	0.22 ©	2022 Greater Las V	Vegas Association of REALTORS®
Page 4 of 14	Authorized Agent for Broker	· Owner	Owner

1 2 3 4 5 6 7	(D) KEYBOX: Owner ✓ does -OR does not authorize Broker to install a keybox (✓ electronic -OR mechanical) in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. 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. Owner acknowledges that they have been advised that:
8 9 10	a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of LVR MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
11 12 13	b. Owner should safeguard Personal Property and valuables located within the Property;c. It is not a requirement of the LVR 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
14 15 16 17 18	by Broker; e. Owner <u>does</u> -OR- <u>does</u> 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.
19 20 21 22 23	f. Owner acknowledges that LVR, the MLS, Broker or its Authorized Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.
24 25 26 27 28 29 30 31 32 33 34	11. OWNER OPT OUTS: Owner further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Owner can instruct Broker to have the MLS not display the property on the Internet. Owner also can instruct the MLS to not display the Property address on the Internet. Owner understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.
35 36	Owner may opt-out of any of the following features by initialing the appropriate space(s) below:
37 38 39 40	a// 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).
41 42 43 44 45 46 47 48 49	b/// 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). *Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.
50 51 52	—OR— ✓ c// Owner does NOT opt out of any of the above.
	Property Address 7475 SAHARA AVE LAS VEGAS NV 89117

Property Address 1415 SAFIARA AVE, L			
Property Owner	Ralph Cramdon, Ec	lward Norton	
Residential Property Management Agreement Rev.	10.22	2022 Greater Las Vega	s Association of REALTORS®
Page 5 of 14	Authorized Agent for Broke	r Owner	Owner

12. REASONABLE MAINTENANCE AND REPAIR.

(A) Ordinary/Emergency Maintenance Repair. Broker shall make or cause to be made, through contracted services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition in accordance with NRS 118a 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 Authorized Permitted 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 Authorized Permitted 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 or a general contractor is required.

(B) Smoke Detectors. At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with the law prior to the Tenant's occupancy. During the occupancy, it shall be the Tenant's responsibility to maintain all smoke detectors.

13. UTILITIES AND SERVICES. Owner shall, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property unless Owner designates Broker to contract these services herein. All utility charges and deposits shall be Owner's responsibility. Should, at any time, Tenant fail to maintain utilities and essential services, Owner shall be responsible for any and all related costs to re-establish such services as required by law. Broker shall have the right, but not the obligation, to contract such services.

a. Owner shall maintain the following utilities/services in their name:

52	
33	Broker hereby advises Owner to maintain Trash and Sewer (unless not applicable) services in their
34	name for all relevant times while Property is under this Agreement.
35	Failure to pay for these services may result in liens against the property.
36	()Trash()Sewer(_)Electric(_)Water(_)Gas(_)Cable(_)Internet(_)Other:
37	Owner Initials [] []
38	
39	b. Owner hereby authorizes Broker if applicable to communicate with respective utility companies
40	and service providers and makes changes to services, or enter into agreements for service, as
41	Broker deems necessary during the term of this Agreement.
42	Owner [] []
43	
44	c. Broker hereby advises Owner to have a licensed pool contractor maintain the pool (if applicable)
45	at property during all relevant times. Failure to provide such service could result in damages to the
46	pool if not properly maintained by Tenant. Owner understands any contracted pool service may
47	also be billed to tenant as part of the monthly rent should Owner choose.
48	✓ Owner Initials [] [] Owner WILL provide pool service.
49	Owner Initials [] Owner will NOT provide pool service.
50	
51	d Broker hereby advises Owner to have a licensed landscaning contractor maintain the

d. Broker hereby advises Owner to have a licensed landscaping contractor maintain the landscaping (if applicable) at property during all relevant times. Failure to provide such service could result in damages to the landscaping if not properly maintained by Tenant. Owner Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117

understands any contracted landscaping service may also be billed to tenant as part of the monthly rent should Owner choose.

Owner Initials [_] [_] Owner WILL provide landscaping service.✓
Owner Initials [_] [_] Owner will NOT provide landscaping service.

14. INSURANCE.

1

2

3456789

10

11 (A) Owner's Insurance. Owner shall obtain and keep in force adequate insurance against damage 12 and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, 13 management, operation or maintenance of the Property. Said insurance shall comply with applicable Nevada law. 14 The deductible required under such insurance policies shall be the Owner's expense. Broker shall be named as an 15 additional insured on all liability insurance policies maintained with respect to the Property, and Owner shall 16 provide proof of same within fifteen days (15) of the effectuation of this agreement. Liability insurance shall be 17 in form, substance and amounts reasonably satisfactory to Broker, but not less than \$500,000 (five hundred 18 thousand dollars). Owner shall provide Broker with proof of fire insurance policies in force and shall obtain 19 adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate evidencing fire and 20 liability insurance or with duplicate copies of such policies within fifteen days (15) of the effectuation of this 21 agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as 22 Owner and shall require a minimum of thirty (30) days written notice to Broker before any cancellation of or 23 changes to such policies.

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

30 (B) Tenant's Insurance. Tenants ✓ (shall) –OR– (shall not) be required to obtain renter's
 31 insurance.
 32

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.

 36
 Owner Initials [____]

 37

38 16. BROKER ASSUMES NO LIABILITY. Broker assumes no liability for any damages, losses, or acts of 39 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or 40 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations 41 of environmental or other regulations which may become known during the term of this Agreement. Any such 42 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall 43 promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where 44 Owner's funds are deposited.

45 46

47

17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

48 **(A)** Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in 49 connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair 50 employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal 51 discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, 52 elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any

Property Address 7475 SAHARA AVE, LA			
Property Owner	Ralph Cramdon, Edward	Norton	
Residential Property Management Agreement Rev. 1	0.22 © 2022 C	Greater Las Vegas A	Association of REALTORS®
Page 7 of 14	Authorized Agent for Broker	Owner	Owner

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

(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

1

2

3

4 5

6

7 8

9

10

28

11 Owner Representations. Owner represents and warrants that Owner has full power and (A) 12 authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other 13 than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, 14 restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended 15 under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the 16 Property have been secured and are current; that the building and its construction and operation do not violate any 17 applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by 18 Owner is dependable and accurate. OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, 19 TAXES, DUES, UTILTIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT 20 **DEFAULTS**; and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported 21 to Broker within 14 business days of Owner's receipt of Notice of Default (which commences foreclosure 22 proceedings). OWNER FURTHER REPRESENTS THAT NO LIENS OF ANY TYPE (INCLUDING HOA 23 AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER 24 UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY 25 FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE 26 PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS. 27 Owner Initials [][1

(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.

33 19. COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest 34 Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. 35 OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND 36 **RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS** 37 OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO 38 AFFECTED. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no 39 liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or 40 additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to 41 the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on 42 Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will 43 not affect the terms of this Section. Further, Owner shall provide copies of any CC&Rs for tenant compliance 44 with such rules. Should Owner fail to provide current CC&Rs or copies, of same, Broker reserves the right, but 1[45 shall not be obligated, to secure such CC&Rs at Owner's expense. **Owner Initials** 1 46

47 20. TERMINATION.48

(A) Termination/Expiration. This Agreement may be terminated by Owner before the expiration date specified in Section 2(C) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement of the stated term of the existing lease Property Address 7475 SAHARA AVE LAS VEGAS NV 89117

Topenty Address 1415 SATIANA AVE, E				
Property Owner	Ralph Cramdon, I	Edward No	orton	
Residential Property Management Agreement Rev.	10.22	© 2022 Great	er Las Vegas	Association of REALTORS®
Page 8 of 14	Authorized Agent for Bro	ker	Owner	Owner

1 agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of 2 cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management 3 company, Owner will pay Broker a transfer fee of \$250,00 This Agreement may be 4 terminated by Broker before the expiration date specified in Section 2(C) upon 30 days written notice to Owner. 5 Within ten days of the termination date. Owner will pay Broker all monies due under this Agreement via certified 6 funds. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to 7 retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to 8 the Property within ten days of receipt of an accounting of said expenses, in certified funds. If Owner terminates 9 this Agreement prior to leasing the Property, Owner agrees to pay an additional cancellation fee of 10 \$250.00 in certified funds. 11

12 **Owner Responsible for Payments.** Upon termination or expiration of this Agreement, Owner **(B)** 13 shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. 14 Broker may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated 15 or has expired in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall 16 deliver to Owner, within thirty (30) days after the end of the month in which this Agreement is terminated, any 17 balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to 18 the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the 19 Property as of the date of termination or withdrawal expiration. If, after termination or expiration Broker receives 20 funds which are payable to the Owner, Broker may deduct an administration fee of \$250.00 _-OR-21 %, whichever is greater, before delivering the balance of the funds to the Owner. 10

22 Owner Initials [] []

23

37

38

24 Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if **(C)** 25 Owner terminates this Agreement before the expiration date in Section 2(C) and/or before the Property is leased. 26 90 and within calendar days of the termination the Property is leased to anyone with whom the Broker 27 has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the 28 Leasing Fee set forth in Section 3(B). This paragraph C shall not apply if Owner enters into a valid property 29 management agreement with another licensed real estate Broker after termination of this Agreement. 30

31 21. INDEMNIFICATION SURVIVES. All representations and warranties of the Parties contained herein 32 shall survive the expiration or termination of this Agreement. All provisions of this Agreement that require 33 Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination or expiration. 34 If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such 35 provisions shall apply as if this Agreement were still in effect. 36

22. MISCELLANEOUS.

39 **(A)** Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this 40 Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of 41 either party to this Agreement to insist at any time upon the strict observance or performance of any of the 42 provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be 43 construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy 44 provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the 45 party exercising such right or remedy. 46

(B) Agreement to Mediate. Before any legal action is taken to enforce any term or condition under
this Agreement, the Parties agree to engage in mediation, a dispute resolution process, through a mediator
mutually agreed upon by the Parties. Mediation fees, if any, shall be divided equally among the Parties involved.
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 mediator.
Owner Initials [] [] Broker Initials [] []

3	Owner Initials [] [] Br	roker Initials [] []	
	Property Address 7475 SAHARA AVE, LA			
	Property Owner	Ralph Cramdon, Edw	ard Norton	
	Residential Property Management Agreement Rev. 1	0.22 © 2	022 Greater Las V	egas Association of REALTORS®
	Page 9 of 14	Authorized Agent for Broker _	Owner	Owner

(C) Headings. All headings and subheadings in this Agreement and in the accompanying List of 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.

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

(E) Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall 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.

18 Notices. All notices under this Agreement will be in writing and will be delivered by personal **(F)** 19 service, facsimile, electronic mail, or certified mail, postage prepaid, or overnight courier to such address or email 20 address, as may be designated from time to time by the relevant Party, which initially shall be the addresses set 21 forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been 22 given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No 23 objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent 24 of a Party. 25

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

29 impaired or invalidated in any manner.30

1 2

3

4

5

6

7

8 9

10

11

12

13 14

15

16

17

31 (H) Publicity. Neither Party shall make any public announcement concerning this Agreement without 32 the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a 33 a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that 34 such release is necessary to comply with applicable securities or similar laws. 35

36 (I) Waiver of any default, breach, or failure to perform under this Agreement is not deemed to be a 37 waiver of any subsequent default, breach, or failure of performance. In addition, waiver of any default, breach, or 38 failure to perform is not construed to be a modification of the terms of this Agreement unless reduced to writing 39 as an

40 amendment to this Agreement.

41
42 23. APPLICABLE LAW. The interpretation of this Agreement shall be governed by the laws of the State of
43 Nevada. Any action arising under this Agreement shall be brought in state court in the county where the Property
44 is located.

45 46 24. **COMPLETE AGREEMENT.** This Agreement shall be binding upon the Parties, and each of their 47 respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and 48 signed by the parties. There are no warranties or representations not herein contained. This Agreement sets forth 49 the entire agreement between the Parties hereto relating to the subject matters herein, and fully supersedes any and 50 all prior agreements or understanding between the Parties hereto, if any, pertaining to the subject matter hereof. 51 This Agreement represents the entire agreement between the Parties and is entered into freely and voluntarily with 52 full knowledge and understanding of the contents thereof. Further, the signers of this Agreement, and each of 53 them, (a) represent that they have had the opportunity to consult with counsel of their own choosing prior to Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117 Ralph Cramdon, Edward Norton Property Owner

execution of this Agreement, (b) the contents of this document have been explained to them; and (c) that they sign
 the Agreement with the intent to be fully bound thereby.

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.

- 9
- 10
- 11

[This space left intentionally blank.]

Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117 Property Owner _____ Ralph Cramdon, Edward Norton

26. ADDITIONAL TERMS:

A. Once a landlord places 3 or more properties under management with the Blankfeld Group, the management fee will be a
minimum of \$80.00 or 8% of the monthly rent.

B. Landlord understands that if the tenant vacates the property and doesn't leave sufficient funds to cover repairs or back rents, the property manager will provide support and documentation to whomever the landlord designates as a collector of bad debt.

5 C. The \$300.00 referral commission is part of the \$800 or 5% leasing fee, not in addition to it.

6 D. Under certain circumstances, property managers may place a mechanical lockbox at the home to accommodate vendors when the home is vacant.

BROKER: BHHS Nevada Prope	erties		
Brokers license # (Con			
By:Authorized Agent for Broker	Date	Owner Signature	Date
By:Authorized Agent for Broker	Date	-	Date
By:		Owner Signature Printed Name: Ralph Cramdon	Date
By:Authorized Agent for Broker Authorized NRS 645 Permitted Property Manager Number		-	Date
By: <u>Authorized Agent for Broker</u> Authorized NRS 645 Permitted Property Manager Number By:	r: <u>PM.0164883</u>	Printed Name: Ralph Cramdon	
By:Authorized Agent for Broker Authorized NRS 645 Permitted Property Manager Number		-	Date

Property Address 7475 SAHARA AVE, LAS VEGAS, NV 89117 Property Owner Ralph Cramdon, Edward Norton Residential Property Management Agreement Rev. 10.22 © 2022 Greater Las Vegas Association of REALTORS® Page 12 of 14 Authorized Agent for Broker Owner Owner

1 2 2		P	EXHIBIT <u>A</u> ROPERTY INFORMATION	
3 4	Owner Name:	Ralph Cramdor	n, Edward Norton	
5 6 7 8	Property Address:		AVE, LAS VEGAS, NV 89117	
8 9 10 11	Date:			
12 13 14 15	one (1) calendar year f	rom the date of this Prop nt shall remain the same		agement Agreement is hereby extended for other terms of the Residential Property Broker
16 17 18	Existing Tenant (if any	<i>י</i>):		
19		Name:		
20 21		Home Phone:		
22 23		Work Phone:		
24 25		Email:		
26 27	Acceptable Rental Rate	e/Month: Minimum:	\$ <u>2,000.00</u> Maximum: \$	
28 29	Acceptable Lease Tern	n: Minimum1	Years / Maximum:	Years
30 31 32 33			p (If yes, Tenant must comp pets.	olete Application for Pet Approval.)
34 35	Will smoking be permi	itted in the unit? Yes	OR- No	
36 37 38	Will Section 8 be cons As applicable:	idered? YesOR- No		
39 40	CBU & Mail Box Nun	1ber: <u>25</u>	Parking Space Number:	<u>87A</u>
41 42	Gate Code:	<i>#</i> 1234	Alarm Code:	4567
43 44 45 46	Phone Number: (800)	ance Company: Allstat 555-1212 onal Insured: Y 🖌 N_	Polic	Policy Number: <u>123456789</u> y Limits:
47 48 49	Phone Number:		Policy N Policy Limit	Number:
50 51	Broker listed as Additi	onal Insured: Y N	_	
52 53 54	Home Warranty Comp Phone Number: (702) 5	any: <u>Old Republic</u> 555-1212	Policy Nu	mber: <u>123456789</u>
55 56 57 58	COMMON INTERES (CIC). If yes, please co		Property ✔ is −OR− is not locat	ted within a Common Interest Community
20	Property Address 7479	5 SAHARA AVE, L	AS VEGAS, NV 89117 Ralph Cramdon, Edward	Norton
	Residential Property Mar Page 13 of 14	agement Agreement Rev.	0.22 © 2022 G	reater Las Vegas Association of REALTORS®OwnerOwner

Name of CIC(s):							
Management Company:							
	Telepho	one:		Dues: \$	payable	monthly -OR-	quarterly
	Seller	is -OR- ¬¬	is not curre	ent on all dues	and assessme	ents.	
Name of CIC(s):							
Management Company:							
Management Company:	Telepho	one:		Dues: \$	payable	monthly -OR-	quarterly
	Seller	is -OR- ¬¬	is not curre	ent on all dues	and assessme	ents.	
Name of CIC(s):							
Management Company:							
Management Company:	Telepho	one:		Dues: \$	pavable	monthly -OR-	quarterly
	Seller	is -OR- ¬¬	is not curre	ent on all dues	and assessme	ents.	-1
	-						
By:							

 Property Address
 7475 SAHARA AVE, LAS VEGAS, NV 89117

 Property Owner
 Ralph Cramdon, Edward Norton

 Residential Property Management Agreement Rev. 10.22
 © 2022 Greater Las Vegas Association of REALTORS®

 Page 14 of 14
 Authorized Agent for Broker
 Owner
 Owner





Landlord Handbook



This document is intended to provide our landlords with an abbreviated view of the various aspects of having a home managed at The Blankfeld Group. Changes can arise out of statutory changes or simple policy changes within our company. We will attempt to notify you of any such changes. If at any time you are not certain about any of the information provided, please don't hesitate to ask your property manager.

None of these explanations or abbreviations are intended to alter the terms of the property management agreement.





The contracts and Nevada Law always takes precedence.

Policies

WE HOLD OUR LANDLORDS TO A HIGH STANDARD SO WE CAN HOLD OUR TENANTS TO A HIGH STANDARD!

1. Distributions

- a. We pay owner distributions on or before the 15th of every month.
 - i. Rents sometimes don't arrive on time and ACH transfers take time to confirm
 - ii. This is not a promise to pay, but we have a strong track record of getting our distributions out by the 15th.
 - iii. We strongly encourage you to take advantage of the electronic transfer to your account (ACH). There is no additional charge to you.
 - iv. Keep your mortgage and any other bills you have to pay a month ahead so you aren't waiting for the distribution to pay this month's bills but next month's bills instead.
- 2. Your Account
 - a. You will be given a login and password to your online account.
 - b. Any reports you need will be available to you online 24/7.
 - c. We will send you a monthly statement with your distribution.
 - d. All invoices will be uploaded to your account.
 - e. We hold \$500 as a reserve balance in your account to handle emergencies.
- 3. Keys & Remotes
 - a. We will need to provide your tenants with 2 copies of every key and two remotes for every garage and/or gate.
 - b. If need be, we will order new ones from your HOA and bill you.
 - c. We keep an additional copy of the main key in our office for emergencies.





- 4. Landscaping and Pool Service
 - a. We strongly advise that landlords pay for both landscaping service and pool service and collect rents enough to cover these expenses.
 - b. The vendors must be approved by us.
 - c. You don't want tenants responsible for either as condition strongly affects value.
 - d. If the landscaping is minimal, we sometimes leave it to the tenants.
- 5. Utilities and other bills
 - a. Our Utilities policies are as follows:
 - i. NLV: trash and sewer are paid by tenant along with water in tenant's name.
 - ii. Las Vegas/Clark County/Henderson: landlords pay sewer and trash.
 - iii. All consumption-based utilities are the responsibility of the tenant.
 - b. Please sign up for landlords account with the utility providers. This will enable them to automatically move the account to your name should a tenant close their account. You will be responsible to maintain utilities whenever the home is not leased.
 - c. We will pay any other monthly bills related to the home.
 - i. The bills must be sent to us in a timely manner.
 - ii. We will not pay any bills that we don't have a copy of.
 - iii. Bills we typically pay for owners:
 - 1. HOA Dues/SIDS LIDS
 - 2. Property Taxes (if not paid by mortgage servicer)
 - 3. Insurance (if not paid by mortgage servicer)
 - iv. Invoices not presented within 90 days will not be addressed.
- 6. Pets
 - a. More than 75% of people in Clark County have some kind of pet. You should consider accepting them subject to your approval. We have the tenants submit a pet approval form when applicable.
 - b. We also collect additional deposits for Pets. (typically, \$500/pet)





- 7. Rent Ready!
 - a. Your home needs to be "Rent Ready" and that means:
 - i. No personal property to remain anywhere in or around the home.
 - ii. All appliances are fully functioning
 - iii. All home systems are working efficiently. (HVAC, Plumbing, Elec, Etc.)
 - iv. Home is professionally cleaned.
 - 1. Carpets and floors.
 - 2. Windows.
 - 3. Home has had thorough "Spring Cleaning"
 - 4. Landscaping is neat and clear of debris.
 - b. Landlord is responsible for issues reported in the first 30 days of tenancy.
- 8. Homeowners Insurance
 - a. You will need to provide us with proof of coverage and list us as "Additionally Insured" on your policy so we will be notified in case of any lapses.
 - b. Confirm with your insurance agent the coverage is a "Landlords" policy.
 - i. This type of policy has less coverage for personal belongings and more coverage for liability.
 - c. In addition to homeowner's insurance, we will work with your Home Warranty to limit your liability in case of major repairs.
- 9. Annual Inspections
 - a. We do inspections upon move in, move out and renewal of annual leases.
 - b. At the mid term of every annual lease, we have a professional Home Inspector conduct a safety inspection at our expense.
 - c. You will receive a copy through our portal.
 - d. Any items that require attention will be addressed shortly after the inspection.
 - e. Those items addressed will be charged to the tenant or landlord according to the lease.





10. Repairs and Issues

- a. We do not charge you anything to handle repair issues. The actual invoice for the repairs will uploaded to your account for your records.
- b. Any repairs or issues that cost less than \$500 will be approved by us. Over \$500 we will seek your approval unless it's an emergency.
- c. Our lease contains what we call a "Non-Frivolity" Clause. It means that the tenant is responsible for the first \$XX of any repairs. (see your lease for amt)
- d. When a more elaborate issue is presented, we will keep you in the communication loop throughout the process. (Mold, water damage, fire, etc.)
- e. Invoices that need to be reimbursed must be presented within 90 days or they will not be addressed.
- f. All the vendors we use will be bonded, licensed, and insured. We can't skimp here! You don't want us to have someone doing the work that we can't hold accountable.
- g. We don't allow homeowners to do their own work for the same reason.
- 11. Associations
 - a. We encourage you to have all correspondences from your HOA sent to us directly. If they are sent to you and there is a delay getting the notice to us, it makes it difficult for us to hold the tenant accountable.
 - b. If the association sends notice of any violations to the tenant, they must inform the management company.
 - c. The tenant is responsible for any fines or fees assessed while they occupy the home.
 - d. Owner is responsible for HOA fees.
- 12. Pest Control
 - a. We recommend monthly service. The landlord is responsible while the home is un-occupied will deliver the home pest free.
 - b. The tenant will then be responsible during their tenancy.
 - c. The landlord will do an initial servicing and then the tenant takes it from there.





13. Check Out/Security Deposit

- a. When we check out a tenant, we will prepare two lists. One is the recommended repairs/cleaning that we feel are the tenant's responsibility and the other is the list we feel is the landlord's responsibility to bring the home back to "Rent Ready".
- b. The tenant's portion will be deducted from their deposit. The landlord's portion will be the landlord's responsibility.
- c. Nevada requires we provide the tenant with a detailed accounting within 30 days of termination of tenancy.
- d. The security deposit is kept in a separate Trust Account managed by us. It belongs to the tenant and only applicable charges may be deducted.
- e. If the tenant vacates the property and doesn't leave enough funds to cover repairs and/or back rents, we will provide support and documentation to whomever the landlord designates as a collector of the bad debt.
- 14. Nevada Landlord Tenant Statutes
 - a. https://www.leg.state.nv.us/Division/Legal/LawLibrary/NRS/NRS-118A.html

We want all our landlords to be happy. If you ever feel you are not getting the attention you need, please don't hesitate to contact us. We hope your experience with us will lead you to recommend us to your friends and family.

All of US	702-315-7591	manage@blankfeldgroup.com
Jazmin Penaloza	702-580-5446	jazminp@blankfeldgroup.com
Vanessa Barillat	702-954-2317	vanessa@blankfeldgroup.com
Harvey Blankfeld	702-203-1165	harvey@blankfeldgroup.com
Karlee Ames	702-315-7591	karlee@blankfeldgroup.com





Landlord Questionnaire

We use this form to prepare your PM agreement. You can see a video explaining the agreement at: https://youtu.be/KT7eM-WKGD0

Date:	
Property Address:	
Owners Names:	
Owners Email Addresses:	
Owners Primary Phone:	
Owners Primary Email:	
Were you referred to us? By Whom:	
Address you want us to send documents to:	
Date you want to start management:	
Existing Tenant Info:	Phone:
	Email:
Minimum Acceptable Rent:	
Pets OK: Y/N Section 8: Y/N	
Mailbox # of Rental:	
Parking Space or Garage # of Rental:	
Gate Code of Rental:	
Alarm Code of Rental:	





Landlord Requirements

Landlord Property Criteria

- Must be unfurnished
- ✓ Must be free from all personal items
- ✓ Must have clean and fresh interior
- ✓ Must have landscape in front and rear yards
- ✓ Must have window coverings
- ✓ Must have all major appliances
- ✓ Must have garage door openers with sensors
- ✓ Property must be vacated before listing for rent
- ✓ Pool, spa, trash collection, sewer fees and landscaping services will be provided by owner.

Landlord Administrative Criteria

- ✓ Need 4 door keys, 2 mailbox keys, 2 pool/Clubhouse Keys,2 garage door remotes, 2 gate remotes
- ✓ All Alarm codes, gate codes
- ✓ Home Warranty info, Homeowners Insurance Certificate (landlord dwelling policy, naming Brown Blankfeld as additionally insured)
- ✓ C,C & R's, HOA Rules & Regulations
- ✓ Direct Deposit Information
- ✓ W-9 Completed

Pricing

- ✓ \$800.00 -Management Leasing Fee. This is the price of acquiring the tenant including the fee to the other agent.
- ✓ \$500.00-Reserve Account Balance. This will be always maintained for the payment of expenses/repairs/bills on behalf of the owner. If money is spent out of this account, monies will be taken out of the rent the next month to replenish with an accounting of the money. Some properties may require a larger reserve balance.
- ✓ Management Fee- 10% charge on the monthly rent starting with the first month rent. A minimum monthly fee of \$100.00. Owners with 3 or more properties go to 8% minimum \$80.00/month.
- ✓ Pricing subject to change with written notice.





Lease Addendum

Property Address: ____

- **Emergencies:** Any issues with the home need to be reported to Brown, Blankfeld Property Management IMMEDIATELY! If there are any leaks, water damage etc. please let us know as soon as it is discovered.
- **Access:** Tenant shall grant access to Brown Blankfeld for the purpose of periodic home inspections. Time intervals to be at The Blankfeld Group's discretion. 24-hour notice required.
- **Carpet:** An owner is responsible for the normal wear and tear of carpet. The tenant is responsible for the cleaning of the carpet. If there is excessive wear or stains on the carpet, then it will be documented, and the tenant will be charged for the replacement or the cleaning of the carpet.
- **Painting:** The normal wear and tear is the owner's responsibility. If there is excessive damage, then the tenant is responsible. If there have been holes (more than nails for picture hooks) put in the walls that need patching and painting, then the tenant will be charged for the repairs and/or painting.
- **Plumbing:** Any major plumbing problems that could not be the fault of the tenant the owner is responsible for. Any drain problems the tenant is responsible for.
- **Mold/Mildew:** The Owner must clean up any reported mold immediately due to the possibility of a health risk or a lawsuit. If a tenant reports mold, the property must be tested. The cause of the water damage must be detected. Homeowners insurance may not cover the damage. A letter should be sent to the tenant disclosing the finding because habitability could become an issue. The assignment of costs to be determined by the cause
- **Pest Control:** The landlord will be responsible for the initial service within the first 30 days of tenant occupancy. The tenant then becomes responsible for pest control for the balance of the lease.
- **Checkout:** The Tenant is responsible for the following items upon vacating the property. If these things are not completed, it will be taken out of the security deposit to get it back to move-in condition. Normal wear and tear on the property is expected and the tenant not responsible for.
 - ✓ Return ALL keys and remotes that were given to you at move-in.
 - \checkmark Make sure that all the utilities are paid in full till the proper date.
 - ✓ Have the carpets professionally cleaned.
 - Have windows professionally cleaned.
 - ✓ Remove ALL personal items

Tenant:	Date:
Tenant:	Date:
Owner:	Date:
Owner:	





FORECLOSURE ADDENDUM TO

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

7475 SAHARA AVE, LAS VEGAS, NV 89117

(Property Address)

In reference to the Residential Proper	ty Manageme	nt Agreement ("Agreement") exec	uted by OWNI	ER'S
Name: Ralph Cramdon,	OWNER'S	Name: Edward Norton		and
BHHS Nevada Properties as	Brokerage,	dated	covering the	real
property noted above, which obligates the Ov	wner to advise	e Brokerage of any defaults on any	y loans, mortga	ages,
dues or trust deeds, the parties hereby agree that	at the Agreeme	ent 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 \$ _____

or _____%. 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 \$_____, plus a termination and tenant move out fee of \$_____ 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.

5. ADDITIONAL TERMS:

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	
Ralph Cramdon		Edward No	orton		
PRINT NAME		PRINT NAME	3		
BHHS Nevada Properties					
BROKERAGE (Company Name)					
AUTHORIZED AGENT FOR BRO	KERAGE DA	TE BROKER/DE	SIGNATED PROPERTY	MANAGER	DATE
Harvey Blankfeld					
PRINT NAME		PRINT NAME	3		





and

FORECLOSURE ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

for

<u>7475 SAHARA AVE, LAS VEGAS,</u>	NV 89117				
(Property Address)					
In reference to the Residential Lease Agreement ("I					
OWNER'S Name: Ralph Cramdon ,	OWNER'S Name: Edward Norton				
TENANT's Name:	TENANT's Name:				
TENANT's Name:	TENANT's Name:				

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	
PRINT NAME		PRINT NAME	
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
PRINT NAME		PRINT NAME	
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
PRINT NAME		PRINT NAME	





LEASE ADDENDUM FOR SERVICE AND/OR EMOTIONAL SUPPORT ANIMALS (COLLECTIVELY "ASSISTANCE ANIMALS")

for

7475 SAHARA AVE, LAS VEGAS, NV 89117

(Property Address)

Pursuant to this Lease Addendum for Service and/or Emotional Support Animals, ("Assistance Animals"), the Landlord/Owner may permit a Tenant with a disability to keep an assistance animal as a reasonable accommodation provided Tenant agrees to the following terms and conditions, which, upon execution, become part of the Tenant's lease: (Please initial next to each item below.)

- 1. Tenant certifies that he/she is disabled, and Tenant acknowledges that his/her Assistance Animal is necessary to allow him/her the opportunity to use and enjoy the dwelling.
- 2. In order to comply with federal and state law and obtain permission to keep an assistance animal, Tenant must make a reasonable accommodation request for such an assistance animal¹ to the owner or manager. Any reasonable accommodation request will be granted unless one or more of the following.
 - (a) Tenant understands and agrees that the assistance animal may not pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
 - (b) Tenant understands and agrees that the assistance animal may not cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation; or
 - (c) Tenant understands and agrees that making the requested accommodation would (1) pose an undue financial and administrative burden or (2) fundamentally alter the nature of the provider's operations.
 - (d) A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Tenant understands Management reserves the right to rescind its permission if the animal's conduct proves to violate (a) (c) above.
 - 3. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.
 - 4. The following rules apply with respect to assistance animals:
 - (a) No deposit and or fee will be assessed for assistance animals, however **Tenants are financially** responsible for any injury to persons or damage to property due to the service animal.
 - (b) Tenants are responsible for the immediate disposal of all waste products of assistance animals, including removal of waste materials from outdoor areas and disposal of such waste in trash receptacles.
 - (c) Tenant will keep current with the assistance animal's required immunizations and will provide Landlord with evidence of such as well as the contact information of the assistance animal's veterinarian.
 - (d) If local laws require animals to be licensed, then Tenant will do so and provide Landlord with evidence of such.

¹ This form, if filled out fully and provided to Landlord/Owner or Manager, shall be considered a request for reasonable accommodations. Lease Addendum for Assistance Animals 1525078v.1

- (e) Tenant will not allow his or her assistance animal to become a nuisance to others. Excessive, loud, and/or extended periods of barking would be considered a nuisance.
- (f) All assistance animals must be properly restrained when outside the resident's apartment and must not be left unattended when outdoors; and
- (g) All assistance animals must be properly restrained when outside the resident's dwelling.
- 5. The terms of this Lease Addendum may be amended pursuant to further reasonable accommodation requests made by a resident with respect to an assistance animal.
- 6. It is agreed that the foregoing provisions are necessary components of the reasonable accommodation that is the subject of this Addendum. <u>Non-compliance with this addendum constitutes a material breach of the Tenant's Lease Agreement and may authorize remedies for violations provided in the lease, up to and including eviction.</u>
- 7. ADDITIONAL TERMS.

Signature of Landlord/Owner		Tenant's Signature	Tenant's Signature		
Print Name	Date	Print Name	Date		
Ralph Cramdon					



APPLICATION FOR PET APPROVAL



This is an TENANT's Nam	11	ndlord/Owner by TEN	ANT's Name: TENANT's Na			
TENANT's Name: 7475 SAHARA AVE, LAS VEGAS, NV 89117			("Tenant") to have a pet at the following address: ("the Premises").			
	The pet or pets are ide				、	,
Name	Age	Breed	Weight	Gender	Neutered?	License No.

2. Tenant certifies to Landlord that the pet(s) is in good health, and as proof therefore, a certificate of good health from a licensed veterinarian is attached. In addition, a clear photo of each pet is attached to this application with the pet's name on the back.

3. Tenant will keep pets on a leash when not in a fenced backyard area and will clean up all waste on the Premises as well as in any common areas.

4. If the Premises is subject to a Common Interest Community, Tenant will abide by all rules and regulations and CC&R's with respect to pet ownership.

5. Tenant acknowledges and understands that the representations herein are considered to be material provisions of the Residential Lease Agreement.

6. Tenant requests Landlord's approval to keep the above-name pet(s) in and/or on the Premises.

7. Should the pet(s) identified above create a breach in the terms of the existing lease agreement, the Pet Approval shall be immediately revoked upon written notice to the tenant as required in the lease agreement.

8. Tenant shall obtain an insurance policy that includes pet coverage. The Landlord and Property Manager shall be named additional insureds on the policy. Tenant further agrees to hold both Landlord and Property Manager harmless relative to the activity and behavior of any and all pets kept at the Premises.

Tenant agrees to the above terms and conditions.

TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE DATE		
PRINT NAME		PRINT NAME		
TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE	
PRINT NAME		PRINT NAME		

LANDLORD'S RESPONSE

Landlord having considered the Application for Pet Approval submitted by Tenant, does hereby ______ approve **-OR**-_____ reject Tenant's application.

LANDLORD/OWNER Ralph Cramdon	DATE	LANDLORD/OWNER Edward Norton	DATE
PRINT NAME		PRINT NAME	