COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

for

			(Property Addre	ess)				
TI	nis PROPI	ERTY	MANAGEMENT, by and betweenperty") and	AGREEMENT	("Agreement"),	entered	into	this('	day o
property desc	ribed below	v ("Proj	perty") and	(Con	mony Nomo)		("Br	oker"), by	and through it
authorized as	ent			(Con	("Agent") v	vho is duly	v license	ed to manac	e the Property
In considerati	on of the m	utual te	erms of this Agreen	nent the parties ag	ree as follows:	viio is daij	neense	o to manag	se the Property
			C	1 0					
1. PA	RTIES								
(A)	. Idení	tificatio	on. The parties to th	nic Agreement are:					
(A)	Tucin	incati	on. The parties to the	ns Agreement are.					
OV	VNER:				BROKER:				
NT					C N				
	me:				Company Nam	ne:			
Au Ph	one:				Phone:				
Fa	·				Fax:				
	nail:				Email:				
(B)	Auth	ority.	If Owner is not a	n individual, Ow	ner is $a(n)$	estate	corpora	ation 🔲 1	imited liabilit
company (LL	C) L trust	: 🔲 pa	artnership limite	ed liability partner	ship (LLP) 🔲 o	ther, whicl	n entity	was charte	ered or created
			e individual signing						
	_	reemen	nt, to act for Owner,	, and is acting in th	e capacity of				
(title) for the	Owner.								
(6)	NT 4*		1 1	. 1			1.6	1 .1 . 4	. 1
(C)	Notic	es. An	ny notices, demanda ssed as set forth in	s, consents and re	ports necessary	or provide	d for ur	nder this A	agreement sha
			the date the notice i				be raxec	ı and sent t	by regular mai
Notices shall	oc checuve	as or t	The date the notice i	s raxed and manee	(will clic ver is la	tc1).			
2. EN	IPLOYME	ENT O	F MANAGING BI	ROKER					
(A)			nt and Acceptance		Broker as the sole	exclusive	Agent o	of Owner to)
	e Property,	but no	t lease the property						
<u>-O</u> R-									
manage a									
			provided herein. Br						
			perty. Owner shall p						
	_		roker's services wil	-	rough one or mo	ore authori	zed age	ents, and a	ny reference t
Broker in this	Agreemeni	t includ	des such authorized	agents.					
(B)	Dolot	tionchi	p of Broker to Ow	mor The relations	hin of the portion	to this As	raaman	t chall be t	hat of principa
. ,			performed by Broke						
			action under this A						
			is creating a partner						
			osses arising out of						
			f this Agreement be						
			ept as expressly se						
additional por	wer as may	be nec	essary to carry out	the spirit and inter	nt of this Agreem	ent. Broke	r, under	this Agree	ement, shall no
be responsible	e for delays		performance of an						
and employee	S.								
Property Add	recc.								
Commercial I	Property Ms	anagem	nent Agreement Rev	7. 08/09		© 2009	— 9 Comm	nercial Alli:	ance Las Vega
Page 1 of 8			0.00	Authorized	Agent for Broke	r = 2002	Owner	(Owner
					0 210KC			`	

described on I	, APN, APN	ereto and incorporated herein.
(D)	Term. The term of this Agreement shall be for an initial period of and ending n Section 18 herein, the Agreement will renew for a like term, unless either	years (the "initial to
beginning on	and ending	Unless earlier termina
notice of non-		er party gives the other 30 days w
	OKER COMPENSATION AND EXPENSES. As compensation for the	
	and exclusive of reimbursement of the expenses to which Broker is entitled or unit of Property subject to this Agreement as follows:	hereunder), Owner shall pay Broke
(A)		per month or
	y gross collected rents. Payments due Broker for periods of less than the scl	
A vacancy in management f	the Property or a unit of the Property or failure by a tenant to pay rent do ee.	es not excuse payment of the mini
(B)		gement system, Broker shall be p
one time, non-	refundable fee of \$	
(C)		
enter into a pu	archase agreement or lease/option to purchase the Property, Broker shall be all pay Broker a fee of % of the selling price. If, within the	deemed the procuring cause of the
decide to sell	the Property on the market, Owner shall list the Property with Broker for	a fee of %. subject
separate listing		70, Subject
(D)	Interest on Unpaid Sums. Any sums due Broker under the terms of	of this Agreement, and not paid v
30 days after s	such sums have become due, shall bear interest at the rate of 12% per annum	
(E)	• • • • • • • • • • • • • • • • • • • •	_ per hour shall be paid to Broker f
necessary or r	equested tasks not considered normal management duties.	
(F) expenses will	Leasing Fees. If Broker is authorized to lease the Property und be incurred by Owner pursuant to Section 9 herein.	der Section 2(A), additional fees
-	•	
(G) herein.	Termination Fees. Additional fees may be due upon Termination of	this Agreement pursuant to Section
4. BA	NK ACCOUNTS	
(A)	Trust Account. Broker shall establish a separate Trust Account,	apart from any company or corp
	he deposit of collected receipts in an institution whose deposits are ins	ured by the federal government.
	all be selected by Broker. Designated funds relating to the Property in the	
	t to disbursement of expenses by Broker as described in this Agreement. A Broker. Broker shall notify Owner if a new reserve amount is required.	my interest accrued on this accoun
_	·	
(B) Broker the si		
Trust Account	as a reserve. Owner shall maintain the to enable Broker to pay the obligations of Owner under this Agreement a	as they become due. Broker shall r
	tional funds are required.	•
(C)	Security Deposit Trust Account. Broker shall -OR- shall no	ot maintain a separate Security De
	for security deposits, cleaning and other deposits.	

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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 receipts shall be deposited in the Trust Account maintained by Broker for the Property.
- 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, an administrative charge for eviction proceedings, interest and a rental application fee.
- Security Deposit. Broker shall collect a security deposit and deposit it into the Trust Account or Security Deposit Trust Account (if selected in Section 4(C) above). Any interest earned on tenant security deposits shall be retained by Broker. In accordance with applicable law and the leases for the Property, Broker will account to the Tenant(s) for the security deposits, make lawful deductions from the security deposits and return the security deposit balances to the Tenants(s). Upon termination of this Agreement, Broker shall deliver to Owner the security deposit(s) held by Broker under leases for the Property, less deductions authorized by law and this Agreement, and will send written notices to the Tenant(s) stating (1) that this Agreement has terminated; (2) contact information for the Owner or designee; and (3) that Owner is responsible for accounting and returning the Tenant's security deposit. In such event, Owner will indemnify Broker from any claim or loss from a Tenant for the return of the security deposit.
- 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 attorneys fees and court costs.

DISBURSEMENTS OF RENTS AND OTHER RECEIPTS 6.

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

8. FINANCIAL AND OTHER REPORTS

- 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

Property Address:			
Commercial Property Management Agreement Rev. 08/0	9	© 2009 Commerc	ial Alliance Las Vegas
Page 3 of 8	Authorized Agent for Broker_	Owner	Owner

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Authorized Agent for Broker _____ Owner ____ Owner ____

- 13. SAVE HARMLESS. Owner shall indemnify, defend and save Broker harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims arising from Owner's negligence; any personal injury or property damage incurred or occurring in, on or about the Property; or Owner's failure to disclose any material or relevant information about the Property or providing incorrect information to any person.
- **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 fire, building, 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.

15. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.

- (A) Litigation and Compliance Expenses. Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, fair housing, or illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Broker for any 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.
- **REPRESENTATIONS.** Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; that the information supplied by Owner is dependable and accurate; that any loans, notes, mortgages, dues or trust deeds are fully paid and are current without defaults; and that any future defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's receipt of notice of default.
- COMMON INTEREST COMMUNITY. If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. Owner understands that the CIC's Declaration of Covenants, Conditions and Restrictions (CC&Rs) may restrict the leasing of the Property, and it is Owner's sole responsibility to determine whether the Property is so affected. Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.

18. TERMINATION

 (A) Early Termination. This Agreement may be terminated by Owner before the termination date specified in Section 2(D) 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 or any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term or any existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ _________. This Agreement may be terminated by Broker before the termination date specified in Section 2(D) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual

termination, Owner will pay Broker all monies due under this Agreement. Should this prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner	Agreement be termina	ated by either party
Property Address:Commercial Property Management Agreement Rev. 08/09	© 2009 Commercial	Alliance Las Vegas
Page 5 of 8 Authorized Agent for Broker_	Owner	Owner
This form presented by Ramon Sandoval RS Realty Inc 702-578-8354 raysan	dovalsells@aol.com	InstanetFORMS*

1 2	cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$
3 4 5 6 7 8 9 10 11	(B) Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal.
12 13 14 15 16 17	(C) Leasing Fee Survives. In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(D) and/or before the Property is leased, and within calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 9(C). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.
19 20 21 22	19. 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.
23 24	20. MISCELLANEOUS
25 26 27 28 29 30 31 32	(A) Rights Cumulative; No Waiver. The exercise of any right or remedy provided in this 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 provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
33 34 35 36 37	(B) Agreement to Mediate; Attorney's Fees. All parties agree to engage in mediation through the Greater Las Vegas Association of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.
38	(C) Assignment. Neither party may assign this Agreement without the written consent of the other party.
39 40 41	(D) Headings. All headings and subheadings in this Agreement 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.
42 43 44 45 46	21. APPLICABLE LAW AND PARTIAL INVALIDITY. 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. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.
47 48 49 50	22. COMPLETE AGREEMENT. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.
51 52 53 54 55 56 57 58	23. 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 from either a CPA or U.S. Tax Attorney. Owner \(\subseteq \text{ is } \text{-OR-} \) is not a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.
	Property Address:
	Page 6 of 8 Authorized Agent for Broker Owner Owner

and no commercial information excha or suggests the amount of compensation. All properties are offered without reg and any other current requirements of Broker cannot give legal advice. T independent legal and tax advice to re	nge, commercial all on for any service re ard to race, color, 1 f federal, state and l HIS IS A LEGAI view the terms of th	liance or Association of REALTORS endered pursuant to this Agreement. religion, sex, national origin, ancestrocal laws. LLY BINDING CONTRACT. All is Agreement before signing.	5® sets, controls, recom y, handicap or familial
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EXHIBIT 1

PROPERTY INFORMATION

Owner Name:					
Property Address:					
APN:					
Property is	Retail	☐ Office	☐ Industrial	☐ Apartment	
	☐ Single U	Jse 🔲 Multi-Use	e (attach Multiple Prop	perty Addendum)	
Existing Tenant (if a	any):				
	Name:				
	Home Phon	ne:			
	Work Phor	ne:			
Acceptable Rental F	Rate/Month:	Minimum: \$	Maxi	mum: \$	
Acceptable Lease Term:		Minimum	Years / Maxi	mum:	_ Years

Property Address:				
Commercial Property Management Agreement Rev	© 2009 Commercial	Alliance Las Ve	egas	
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