

BRADY

REALTY GROUP

Thank you for considering Brady Realty Group as your property management company. Below please find information to help you fill out the paperwork and understand the process.

Enclosed Forms:

1) **Property Management Agreement**

2) **Duties Owed** - This is a state required document that binds us to be confidential regarding your account. It is not a contract.

3) **Consent To Act** - This form is required to give our leasing agents permission to find a tenant for your property. This form states that we represent both the owner and the tenant and to look out for the best interest of both. If we don't have this form signed we can't find a tenant for you through our leasing agents. Our leasing agents fill about 80% of the vacancies while the other 20% is filled through MLS referrals. This form is a significant benefit to you.

4) **W-9** - This form is required by the IRS so that we can issue a 1099-misc at the end of the year.

Most properties are listed the same day or the next day at the latest. Once we have these forms back signed and keys to the property, we can list your property for rent.

Direct Deposit:

Brady Realty Group offers free direct deposit. This makes the payment process a little faster since it cuts out mailing time. Our standard form of payment is via mail. If you choose direct deposit you will be emailed your monthly statement.

If you want to set your account up for direct deposit please send us a copy of a voided check.

All documents can be faxed to 702-818-5501 or emailed to info@bradyrg.com.



® 9670 W. Tropicana Ave. #115 – Las Vegas, NV 89147

WWW.BradyRG.com

Phone: 702-818-5500



BRADY

REALTY GROUP

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (hereinafter "Agreement") entered into this ____ day of _____, ____ by and between _____ ("Owner"), of property located at _____, APN _____ and Brady Realty Group, LLC, by and through its authorized Broker David Brady ("Broker") who is duly licensed to manage the Property. In consideration of the mutual terms of this Agreement the parties agree as follow:

Compensation. As compensation for property management service, Owner agrees to pay Brady Realty Group, LLC ____ percent (____%) of the gross monthly rent. Owner agrees to pay \$500 as a leasing fee to Brady Realty Group once the property is rented.

Term of Agreement. This Agreement shall be for a period of twelve (12) months beginning on the date of execution of this Agreement. Thereafter, it shall renew on a yearly basis, unless cancelled by either party, all terms of this Agreement shall apply to all extensions. However, should Brady Realty Group, LLC negotiate and procure a lease agreement, or lease extension, for the Property prior to expiration or termination of this Agreement, Brady Realty Group, LLC shall be entitled to recover the management fees for the term of said lease or extension.

Grant of Authority. Owner hereby authorizes Brady Realty Group, LLC to act as the exclusive leasing and managing agent of the Property, including the authority to perform all the terms and conditions of this agreement; advertise, rent, manage and maintain the Property. Owner further agrees to assume any and all expenses in connection therewith with the exception of advertising.

Lease Negotiations. Brady Realty Group, LLC has the authority to negotiate with tenants and prospective tenants and secure tenants under terms and conditions that are agreeable to Brady Realty Group, LLC and Owner. Brady Realty Group, LLC will attempt to lease property at agreed upon rate of \$_____ per month without first obtaining consent of Owner. However, if market conditions warrant, Owner grants Brady Realty Group, LLC authority to lease property at an amount not less than \$_____ per month without first obtaining consent of Owner. Owner authorizes Brady Realty Group, LLC to procure a lease for the term of _____ to _____ months.

Owner(s) Initials _____

Authorized Agent Initials _____



Home Inspections. Brady Realty Group, LLC shall conduct inspections of the property as needed. Owner may request property inspections at any time.

Utilities. Tenant will pay for water, gas, electricity and trash service. Owner will pay for association fees, taxes, mortgage and sewer. Landscaping will also be paid by the tenant unless otherwise agreed to by owner.

Landscaping: Brady Realty Group does not guarantee the maintenance and condition of landscaping. Due to the excessive heat in Las Vegas, plants and grass can die within just a few days if not watered. There it is not reasonable that Brady Realty Group can monitor each property close enough to prevent damage being done to the landscaping due to lack of water.

Disbursements. Rent from tenants will be payable to Brady Realty Group, LLC. Brady Realty Group, LLC shall then deduct their management fee and other expenses agreed to by owner from the rent. Brady Realty Group, LLC will then forward the balance of the rent to the Owner by check or direct deposit. Rents are paid to Owner as soon as they are received by Brady Realty Group, LLC.

Security Deposits. Brady Realty Group, LLC shall collect a security deposit and deposit it into their Trust Account. Brady Realty Group, LLC will retain any interest accrued in said Trust Account.

Repair and Maintenance. Brady Realty Group, LLC may make or cause to be made, any repairs necessary for the upkeep, protection, and management of the Property to be paid out of Owner's account. Unless in case of emergency, no repairs shall be made without the consent of the Owner. Except for Brady Realty Group, LLC's own negligence, Brady Realty Group, LLC shall not be liable for any acts or omissions of any vendor, contractor or personnel. Brady Realty Group may receive rebates from vendors for repairs done on properties; however, pricing will be consistent with other licensed contractors. Owner's my use their own contractors if desired.

Pets. Owner DOES _____, DOES NOT _____ allow tenants to have pets on the premises.

Legal Action. Brady Realty Group, LLC shall have the authority to terminate tenancies and to sign and serve notices as are deemed necessary by Brady Realty Group, LLC, to institute and prosecute actions to evict tenants and to recover possession of the Property, to sue for and recover rent.

Indemnification. Owner shall indemnify and hold harmless Brady Realty Group, LLC and its employees, agents, officers and directors from any and all claims of any nature, damages, costs, expenses and attorney fees, arising directly or indirectly from the management and/or operation of the Property.

Owner(s) Initials _____

Authorized Agent Initials _____



Termination. This Agreement may be terminated with or without cause. Owner may terminate this Agreement without cause by paying the remaining management fees due for the remainder of the current lease on the Property. Either party may terminate with cause by giving twenty days (20) notice to correct such breach of the Agreement. If the breach is not corrected by the twenty day (20) period this Agreement may be terminated with no penalty.

Fair Housing. Brady Realty Group, LLC shall offer the Property for lease without regard to race, color, sex, creed, religion, national origin, handicap or familial status in compliance with federal, state and local anti-discrimination laws.

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

Complete Agreement. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties.

Notices. All notices shall be in writing to the parties to this Agreement as set forth below. Should either party request notices to a different location, said request must be in writing to the other party.

Appliances:

The owner agrees to provide the following appliances: **Please circle yes or no.**

Washer -	YES	NO
Dryer -	YES	NO
Refrigerator -	YES	NO

Section 8:

Section 8 accepted: _____ Yes, _____ No.

Property information:

Gate Code: _____ Parking #: _____ Mailbox #: _____

Additional Terms.

Owner(s) Initials _____

Authorized Agent Initials _____



(Name(s))

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

Home Warranty Info (if any): _____

OWNER(S) SIGNATURE(S):

(Signature)

Date: _____

(Signature)

Date: _____

AGENT:

_____ Date: _____

BROKER:

_____ Date: _____

Brady Realty Group, LLC
9670 W. Tropicana Ave. #115
Las Vegas, NV 89147
Phone: 702-379-2522
Fax: 702-946-1339
Email: davidbradyrealestate@gmail.com

Owner(s) Initials _____

Authorized Agent Initials _____



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 <u>David Brady</u>	
whose license number is <u>76902</u> . The licensee is acting for [client's name(s)] _____	
who is/are the <input checked="" type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.	
Broker: The broker is <u>David Brady</u> , whose	
company is <u>Brady Realty Group</u> .	

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

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

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

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

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

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

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

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

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 sale and purchase *or* lease of
Property Address: _____

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 David Brady ("Licensee") whose license number is 76902 and who is affiliated with Brady Realty Group ("Brokerage").

Seller/Landlord _____
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 one 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	
Buyer/Tenant		Date	Time	Seller/Landlord	
Seller/Landlord		Date	Time	Buyer/Tenant	
Buyer/Tenant		Date	Time	Seller/Landlord	

Approved Nevada Real Estate Division
Replaces all previous editions

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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