

LEASING SERVICES AGREEMENT

Entered into this ____ day of _____ 20__ by and between RE/Sys Real Estate, Inc. (“Broker”), its owner and agents; and “Owner” of the rental property (“Property”) for a term of 3 months from this date, agrees to the mutual terms of this Agreement as follows:

Rental Property _____

Owner Name _____

Mailing Address _____

Phone # _____ Phone # _____

Social Security # _____

1. **Purpose.** The purpose of this rental referral agreement is to authorize the services and efforts of the RE/Sys to locate an acceptable tenant to lease the Property. The Owner authorizes the RE/Sys to refer potential tenants to the Owner and to disclose select information about the Property in an effort to obtain a lease from the tenant. Should such referral be approved by the Owner, the agent shall be deemed the procuring cause and shall be awarded the referral fee.
2. **Fees.** In the event that the Owner accepts the application from the tenant provided by the RE/Sys, the Owner shall pay RE/Sys the amount of 75% of one full months rent for a single family house, townhouse or condo or \$950.00, whichever is more.
In the event the tenant buys or lease/options the Property from the Owner, RE/Sys shall be deemed the procuring cause and Owner agrees to pay RE/Sys 2% of the sales price of the property as commission.
Fees are owed when Owner indicates either by phone, fax, email or writing that the subject tenant is approved and acceptable to Owner. Fees will be collected from tenants paid rents and deposits upon the completion of lease signing and collection of deposits. Owner is aware that he is responsible for any deposits paid by the tenants and collected by RE/Sys and the Owner must provide a full accounting of these deposits to the tenants upon lease termination and move out. Any unpaid sums will accrue interest at a rate of 18% per annum. Any costs, charges, or legal fees will be added to the unpaid balance.
3. **RE/Sys Services:** RE/Sys agrees to put forth its best efforts to secure an acceptable tenant for the Owner. RE/Sys agrees to limited advertising and showing the Property to prospects. Tenants will supply qualifications and these will be presented to Owner for approval. Once approved, the tenants will sign a lease provided by RE/Sys, pay rents and deposits and be given possession of the property. RE/Sys will follow all federal, state, and local housing laws, rules and regulations. RE/Sys observes Federal Fair Housing Laws and Federal Fair Credit Laws.
4. **Owner 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 use of the Property; that there are no recorded easement, rules, restrictions, reservations or rights of way which adversely affect the use of the Property for rental purposes; 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, homeowners association rules or regulations; that the information supplied by the Owner is dependable and accurate; and that any loans, notes, mortgages, trust deeds, homeowner association fees, property taxes, and insurance are fully paid and current without defaults. Owner

agrees to provide RE/Sys with written copies of homeowners association rules and regulations affecting the rental of the Property and any changes that may affect the Property. Should any restriction of any kind, including rental restrictions, apply to your property which would result in any lease or rental agreement becoming invalid, the full expenses of resolving the issue shall be borne by the Owner. This may include but not be limited to moving expenses for the tenant.

5. **Termination.** This agreement can be cancelled at any time with 30 days written notice by either party. However, Owner may not terminate after Owner approves tenant application and while waiting for lease signing. Owner may terminate if the approved tenant declines the Property or is unable to sign a lease for whatever reason. If the approved tenant declines to rent the Property and forfeits his deposits RE/Sys is to retain ½ of the deposits as it's fee as procuring cause.
6. **Hold Harmless.** Owner shall indemnify, defend, and hold RE/Sys Real Estate, its Broker, employees and agents harmless from all losses, investigations, suits, damages, costs, expenses (including court and attorneys fees), liability or claims including personal injury or property damage incurred or occurring in, on or about the Property, from the Tenant or Owner.
7. **Broker Assumes No Liability.** Broker (RE/Sys Real Estate) assumes no liability for any default, damages, suits, losses, expenses or acts of omission by the Tenant or Owner, or previous Owners, or previous Brokers. Broker assumes no liability for violations of environmental, state, county, local governments, homeowners associations or any other regulatory agency which may become known during the term of this Agreement or during the lease term of the Tenant. Any regulatory violations, hazards, or repairs 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 Owner's or Tenant's bankruptcy or foreclosure.
8. **Conditions.** Because this is a time sensitive transaction, Owners must be available for contact in the event a tenant applies for the Property. Owners must accept or decline the tenant in writing within 24 hours of application presentation. All rental property must be clean, safe and habitable (determined by Broker) with all building systems and appliances operating at the time of tenant occupation. Broker is not responsible for the condition of the Property and is not required to provide repairs or maintenance to correct deficiencies. Once the Owner has accepted the application of the Tenant the Owner agrees not to accept additional offers from other tenants or brokers until the pending applicant has either fulfilled or declined the tenancy.
9. **MLS.** This Agreement constitutes an exclusive right to lease listing for GLVAR MLS.

Agent for Broker	Date	Owner	Date

Broker	Date	Owner	Date

When completed please return to: RE/Sys Real Estate
6910 Edna Ave.
Las Vegas, NV 89117
(702) 870-3226 office, (702) 870-1801 fax 6/07