



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (this "Agreement"), dated _____, 20____, is entered into by and between Investor Management Services, LLC, a Nevada limited-liability company ("Manager"), and _____ ("Owner"), with respect to unit number _____ (the "Unit") located in _____ (the "Property") located at _____.

MANAGER AND OWNER AGREE AS FOLLOWS:

1. *Engagement.* Owner and Manager hereby agree that Manager shall be the sole manager of the Unit and shall manage the Unit pursuant to the terms and conditions contained in this Agreement upon the commencement of the Term (as defined below).

2. *Term.* The term of this Agreement (the "Term") shall commence upon Owner's acquisition of the Unit and shall continue for a period of twelve (12) months thereafter; *provided, however*, this Agreement shall terminate and the Term shall automatically expire if: (i) Owner transfers the Unit to a third-party manager; (ii) Owner notifies Manager in writing of Owner's desire to terminate this Agreement with thirty (30) days written notice to Manager; or (iii) Manager terminates this Agreement upon the occurrence of a material default by Owner. Within thirty (30) days of the expiration of the Term, Manager may, by written notice to Owner, renew the Term for an additional twelve (12) months.

3. *Manager's Obligations.* Manager shall use commercially reasonable diligence in the performance of Manager's obligations arising under this Agreement and shall provide all services necessary for the management of the Unit, *including, without limitation*, the following:

3.1 Deposit, in trust for the benefit of Owner, all money received with respect to the Unit in an account in the name of Manager at a federally insured banking institution (the "Account"). Manager shall keep the Account separate from Manager's general account. Owner acknowledges that Corporate Broker and other licensed broker salespersons shall be signers on the Account.

3.2 Market the availability of the Unit and screen prospective tenants.

3.3 Negotiate, prepare and execute rental agreements, amendments and rental agreement terminations.

3.4 Enforce the terms and conditions of rental agreements.

3.5 Collect rents when due and institute legal proceedings, at the expense of Owner, to collect unpaid or delinquent rents or other amounts due and payable with respect to the Unit.

3.6 Institute, settle and compromise legal proceedings, at the expense of Owner, as deemed necessary and appropriate by Manager with respect to the dispossession of tenants or other persons unlawfully in possession of the Unit

3.7 Promptly notify Owner of any notice to vacate, eviction, skip, abandonment or similar situation that would cause the Unit to become vacant.

3.8 Arrange all repairs, replacements and decoration necessary to maintain the Unit in rentable condition at the expense of Owner. Except for recurring operating expenses or emergency repairs necessary to protect the Unit, tenant or third party from harm, or to maintain necessary services to tenants, expenditures for any one item, repair or alteration shall not exceed \$500 without the prior consent of Owner.

3.9 Accrue and pay, from the Account, monthly Homeowner's Association Dues and operating expenses, which are incurred pursuant to the terms of this Agreement.

3.10 Hold all refundable security deposits ("Security Deposits") transferred to Manager until tenant vacates the Unit or this Agreement terminates. Should any tenant vacate during the term of this Agreement, Manager shall inspect the Unit and refund any portion of such refundable deposits to tenant as required by Chapter 118A of the Nevada Revised Statutes. Should the Unit be occupied at the termination of this Agreement, Manager shall deliver all refundable Security Deposits to Owner with written acknowledgement of the tenant.

3.11 Maintain accurate records of all monies received and disbursed in connection with the Unit open for inspection by Owner at all reasonable times. Manager shall provide monthly financial statements to Owner, and disburse funds in excess of the Minimum Account Balance to Owner on a monthly basis. A minimum balance of Five Hundred Dollars (\$500) (the "Minimum Account Balance") must remain in the Account. Security deposits shall be held in a separate trust account managed by the Manager.

3.12 Within thirty (30) days of termination of this Agreement, Manager shall return all cash in the Account to Owner, less a reserve for outstanding checks, accounts payable obligations, account servicing fees and amounts due Manager under the terms of this Agreement. If and to the extent that there is not sufficient cash in the Account for Manager to cover the payments essential in the preceding sentence, Owner shall promptly fund any deficit. Manager will provide Owner a final accounting of the Account within (30) days of the termination of this Agreement.

All acts performed by Manager in the performance of Manager's obligations under this Agreement shall be done as an agent for Owner, and all such actions, including the payment of any expenses incurred in connection therewith, shall be done for the account of Owner and at Owner's sole cost and expense. Manager shall not be obligated to make any advance to or for the account of the Owner or to pay any sums, except out of funds held in the Account.

4. *Owner's obligations.*

4.1 Owner agrees to maintain the Minimum Account Balance by depositing funds in the Account if necessary. Failure to maintain the Minimum Account Balance shall be a material default under this Agreement.

4.2 Owner shall pay all taxes, insurance and debt service due with respect to the Unit. Failure to do so shall be material default under this Agreement.

4.3 In addition to all other insurance, Owner shall obtain and maintain in full force and effect property insurance. In addition Owner shall obtain and maintain liability insurance in the minimum amount of \$1,000,000 per occurrence. Owner will furnish Manager a certificate evidencing the existence of such insurance and shall name Manager as an additional insured thereon. Failure to provide Manager with such certificate or to maintain such insurance shall be a material default under this Agreement.

4.4 Owner shall, and hereby does, release, indemnify and hold harmless Manager from any injury, damage or claim arising from Manager's management of the Unit, except for what is caused by the willful misconduct or gross negligence of Manager, it being understood that Manager shall not be liable to Owner or any third-party for reasonable errors of judgment in connection with the performance of Manager's obligations under this Agreement.

Manager shall provide Owner with written notice of any Owner default under this Agreement and Owner shall have 10 days to cure such default. If the default is not cured within such 10-day period, this Agreement shall terminate and Manager shall have no further obligation hereunder.

5. *Manager's fees and expenses.* Owner shall reimburse Manager for all direct and indirect expenses incurred by Manager in connection with Manager's performance of Manager's obligations arising under this Agreement. Owner shall pay to Manager a non-refundable management fee in the amount of One Thousand Dollars (\$1,000) upon the commencement of the Term. This fee is earned when paid and will not be prorated or refunded upon the early termination of this Agreement. Additionally, Manager shall charge Owner a fee:

5.1 for the performance of services by Manager's employees related to the operation and management of the Unit at a rate of Twenty-five Dollars (\$25) per hour plus the pro-rata cost of all taxes, and benefits related to such time. Manager shall not be responsible for any employee or vendor act, default or negligence or any error of judgment or mistake of law or fact in connection with the employment, conduct or discharge of any employee or vendor.

5.2 for all move in leases subsequent to the first tenant equal to twenty-five percent (25%) of one month's rent based on the average monthly rent during the lease term for procuring a tenant for any units that are vacant at the inception of this Agreement or become vacant during the Term. This fee shall be paid to Manager upon the payment of the first monthly rental payment by the new tenant. A renewal fee equal to ten percent (10%) of such monthly rent shall be paid to Manager for any lease extension or renewal.

If at any time it appears that the performance of Manager's duties shall require extraordinary services and/or the expenditure of unusual amounts of time, Manager shall give Owner prior written notice of such anticipated needs and Manager and Owner shall agree upon additional compensation for Manager.

6. *Miscellaneous.* This Agreement is the entire agreement between Manager and Owner with respect to the subject matter hereof and supersedes all prior agreements and representations. This Agreement is binding upon Manager and Owner, their respective agents, successors and assigns and shall not confer any rights or remedies upon any third persons. This Agreement may be executed in counterparts and may be delivered by facsimile. This Agreement may be assigned by Manager upon

30 days prior written notice to Owner. No amendment hereof nor addendum hereto shall be valid unless in writing and signed by Manager and Owner. Any term or provision contained in this Agreement which is found to be invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed to be a waiver of any other provision of this Agreement. Manager and Owner hereby warrant and represent that the individuals signing below are duly authorized and empowered to enter into and execute this Agreement on behalf of each party respectively. Owner represents and warrants to Manager that Owner is the owner of the Unit. This Agreement shall be governed by the laws of the State of Nevada without giving effect to any choice or conflict of law provision and the sole jurisdiction and venue shall be in a court of competent jurisdiction situated in Clark County, Nevada. All notices and other communications shall be in writing and sent by registered or certified mail, postage prepaid.

MANAGER:

OWNER:

Investors Management Services, LLC
a Nevada limited-liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



State Farm Property Insurance Election Form Rental Condominium Unit Policy "RCUP"

Policy for Condo Owners that will be utilizing Investors Management Services

Coverage Provided:

1,000,000 Liability
10,000 Medical Payments
5,000 Loss Assesment
5,000 Personal Property
1,000 Deductible
Loss of Rents
Replacement Cost Contents

Please Select One :

You select the amount of Interior Building
Coverage (covers interior of your unit)

_____ \$ 30,000 = \$ 304.00 / Yearly

_____ \$ 40,000 = \$ 346.00 / Yearly

_____ \$ 50,000 = \$ 396.00 / Yearly

_____ \$ 60,000 = \$ 436.00 / Yearly

Guidelines: 30-40 K for 1&2 Bedrooms
40-60 K for 2&3 Bedrooms
Additional amounts available

Information Needed for Application

Effective Date: _____

Property: 5000 S. Rainbow Blvd Unit # _____
Las Vegas, NV 89118

Name: _____ Co/Applicant _____

DOB: _____ DOB: _____

SSN: _____ SSN: _____

Phone : () _____ Occupation : _____

Alt Phone : () _____ Work or Cell

Occupation: _____

Purchase Price : _____

Client Signature _____

State Farm Insurance
Alan Lasker
7901 W. Tropical Parkway # 140
Las Vegas, NV 89149
Phone: 702-737-3276
Fax: 702-737-3279

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
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 Line 1 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				
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OR				
Employer identification number				
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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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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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.