

Eviction Agreement Instructions

Separate paperwork is needed for each separate eviction procedure

- (1) **Page 1** Subject Property Address where the tenant resides and the eviction will take place, including a specific unit number if appropriate.
- (2) Complete names of all legal aged tenants in the property
- (3) The date the tenants moved in and the lease began. This may or may not be the same as the date the Rental Agreement was physically signed.
- (4) Total rent owed as of a specific **DATE. Enter the date.**
- (5) Late Fees owed starting when: **Enter the date**
- (6) Other Fees/Charges owed as of when: **Enter the date**
- (7) The last **DATE** you received **ANY** Cleared funds. This **would not** include bounced checks. If the check bounced then they haven't paid yet.
- (8) Include a copy of your rental/lease paperwork to us.
- (9) This is the amount of scheduled rent that would normally be paid on time.
- (10) Total of all separate deposits which may include cleaning, pets, etc.
- (11) The **TOTAL** amount of accumulated **RENT** that is due now... nothing else.
- (12) The **TOTAL** amount of accumulated late fees **NOT** included in rent.
- (13) The **TOTAL** amount of accumulated Other Fees/Charges **NOT** included in rent.
- (14) The amount of **Cleared Funds** received. **DO NOT** count or enter bounced checks.
- (15) Why evict: Example: Non Payment of Rent, Lease Violation, 30 day No Cause
- (16) Primary owner that we will contact regarding eviction process and contact info.
We will verify ownership through the county recorder or Title Company before proceeding. If owned by a business see instructions below.
- (17) Any and ALL other owners of the property
- (18) Today's Date
- (19) **Page 2** ALL Owners names that we will be representing
- (20) ALL Owners Signatures on bottom left side of form
- (21) **Page 3** Complete address of the rental address where the eviction will take place
- (22) ALL Owners Signatures on bottom left side of form

*****If you just purchased the property, and the County Assessors office doesn't show you as the owner yet, you'll need to provide us with a copy of your closing statement from escrow or other escrow paperwork showing that you are the new owner.**

***** If the property is owned by a business or corporation, we will need copies of the Articles of Incorporation (or similar paperwork depending on the type of business) and the minutes, bylaws, or other documentation giving you authorization to conduct business regarding this real property on the businesses behalf.**

Eviction Agreement

(For the purpose of lawfully terminating one lease/rental agreement)

(1) Subject Property Address: _____

This agreement is for the purpose of processing an eviction only. The Atlas Group LC nor your assigned agent assumes any liability for repairs or other expenses related to the property. Neither your assigned agent nor the broker of the Atlas Group LC is an attorney experienced in Real Estate Law.

You, the owner, agree to carry adequate property, public liability, fire insurance, and when applicable workman's compensation insurance. Atlas Group LC is authorized to take such action as Atlas Group LC deems appropriate to comply with such laws at the Atlas Group LC's sole discretion. You agree to hold Atlas Group LC harmless from any damage to property or from loss of, or damage to furnishings, fixtures or other articles therein and all suits in connection with the eviction at the described property and from liability from any and all injuries suffered by any Tenant or any other person whomsoever. Atlas Group LC shall not be liable for any and all error of judgment or for any mistake of fact of law, or for anything it may do or refrain from doing with the subject property, and is acting solely on behalf of you in an Agent capacity.

Please complete the following:

- | | |
|--|-----------------------------------|
| (2) Tenant Name: _____ | (9) Monthly Rent: \$ _____ |
| (3) Move-in Date: _____ | (10) Total Deposit Held: \$ _____ |
| (4) Total Rent Owed/Outstanding as of (date) _____ | (11) Total Rent Due: \$ _____ |
| (5) Total Late Fees owed as of (date) _____ | (12) Total Late Fees: \$ _____ |
| (6) Total Other Charges owed as of (date) _____ | (13) Total Other Fees: \$ _____ |
| (7) Date tenant last paid was on _____ | (14) Amount Paid Last: \$ _____ |

(8) Do you have a copy of the Lease/Rental Agreement? () Yes () No

If "Yes", please provide us with a copy.

(15) Reason for Eviction: _____

Below are minimum charges. **Please remit \$550.00 with all paperwork.**

Eviction procedures will not be started without this minimum deposit for your account.

Process Fees

Eviction Process (to include 3 rd party fees)	\$ 550.00
Court Appearances (per appearance)	\$200.00

(16) Owner Signature: _____ Print Name: _____
Owner Address: _____
Owner Phone & Email: _____

(17) Owner Signature: _____ Agent: _____

(18) Date: _____ Date: _____

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services.

In Nevada, a real estate licensee can 1) act for only one party to a real estate transaction, 2) act for more than one party to a real estate transaction with written consent of each party, or 3) if licensed as a broker, assign licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of these capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/Lessor/Owner and the term Buyer shall mean Tenant/Lessee.

LICENSEE: The licensee in the real estate transaction is _____ whose license number is _____.
The Licensee is acting for the Landlord/Lessor (19) _____.

BROKER: The broker in the real estate transaction is Richard C. Raines ("Broker"), whose company is the Atlas Group LC ("Company").

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1. Disclose to each party to the real estate transaction as soon as is practicable:
 - a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
 - b) Each source from which Licensee will receive compensation as a result of the transaction.
 - c) That Licensee is a principal to the transaction or has an interest in a principal to the transaction.
 - d) Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide this form to each party to the real estate transaction.
5. Not disclose, except to the Broker, confidential information relating to the client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose 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 order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
 - a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - b) Presenting all offers made to or by the client as soon as is practicable.
 - c) Disclosing material facts of which the Licensee has knowledge concerning the transaction.
 - d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the Licensee.
 - e) Accounting for all money and property Licensee receives (in which the client may have an interest) as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B, 645, 645A, and 645C of the NRS.

(20)

I/We acknowledge receipt of a copy of this list of licensee duties and have read and understand this disclosure					
_____	_____	_____	_____	_____	_____
Landlord/Lessor/Owner	Date	Time	Tenant/Lessee	Date	Time
_____	_____	_____	_____	_____	_____
Landlord/Lessor/Owner	Date	Time	Tenant/Lessee	Date	Time

CONFIRMATION REGARDING REALESTATE AGENT RELATIONSHIP

This form does not constitute a contract for services

(21)

Property Address

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed. This is such a transaction.

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us.
My/Our representative's relationship is:

_____ is the Agent of the Landlord/Lessor/Owner Exclusively.

IF THE LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.

A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.

A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

Atlas Group LC
Landlord's/Lessor's/Owner's Company

By: _____
Licensed Real Estate Agent

Date

Time

(22)

Landlord/Lessor/Owner

Date

Time

Tenant/Lessee

Date

Time

Landlord/Lessor/Owner

Date

Time

Tenant/Lessee

Date

Time