CALIFORNIA ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 6/26)

Date Prepared: _____

Jerry and Mary Williams ("Rental Property Owner" or "RPO"),

and The Comana Company, Inc ("Broker"), agree as follows:

1. APPOINTMENT OF BROKER:

A. RPO employs and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as 3007 Sample Street La Mesa, CA 91942 and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) _____ and ending (date) _____, at 11:59 PM. After the exclusive term expires, this Property Management Agreement ("Agreement") shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

B. TERMINATION:

(1) Either party may terminate this Agreement with a 30-day written notice any time after the ending date of this Agreement.

(2) After the exclusive term expires, this Agreement shall continue as a month-to-month agreement that either party may terminate by giving at least 30 days written notice to the other.

2. PROPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment and grant, and agrees to:

A. Use due diligence in the performance of this Agreement.

B. Furnish the services for the rental, leasing, operation and management of the Property at the reasonable discretion of the Property Manager.

3. AUTHORITY AND POWERS: RPO grants Property Manager the authority and power, at RPO's expense, to:

A. ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in a Multiple Listing Service, on the Internet, online and in other media, or any other method selected by Broker.

B. RENTAL; LEASING: DIRECT ELECTRONIC RENTAL PAYMENTS:

(1) Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits.

(2) Any lease or rental agreement executed by Property Manager for RPO shall not exceed ___ year(s) or ___ shall be month-to-month.

(3) Unless RPO authorizes a lower amount, rent shall be at market rate.

C. TENANCY TERMINATION: Sign and serve in RPO's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in RPO's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.

D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. RPO agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant (Lessee) to water/maintain gardens, landscaping trees or shrubs.

E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

F. BROKER AND THIRD-PARTY VENDOR SERVICES:

(1) Contract, hire, supervise and/or discharge firms and persons required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through, if applicable, attorneys, or agents, employees, or independent contractors operating through Property Manager's broker's license.

(2) Property Manager is authorized to supervise the activity of any RPO's employees or independent contractors performing services required for the operation and maintenance of the Property. However, Property Manager shall not be responsible for the acts, omissions, defaults, negligence of any such employees or independent contractors of RPO, or for any associated costs and RPO agrees to indemnify, defend and hold Property Manager harmless for the foregoing as set forth in section **4C** below.

G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from RPO's funds held by Property Manager, subject to availability of sufficient funds on reserve and the timely delivery to Property Manager of all necessary billing statements, as set forth below. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, and other expenses related to this Agreement. However, for the following items, RPO shall make direct payments, unless RPO via email at time management services begin requests Broker to Pay:

(1) Property taxes.

(2) Mortgage Payment.

(3) HOA dues and fees.

(4) Property insurance.

(5) Other: _____

Sample Property Management Agreement

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H. LIMITATIONS ON PAYMENTS, AND EXCEPTIONS:
(1) Property Manager shall obtain approval of RPO for all expenditures over _____ for any one item.
(2) Prior approval shall not be required for monthly or recurring operating charges, or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.

I. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be ___ given to RPO, or ✓ placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from RPO's funds all interest on tenants' security deposits if required by local law or ordinance. RPO shall be responsible to tenants for return of security deposits and all interest due on security deposits held by RPO.

J. TRUST FUNDS: Deposit all receipts collected for RPO, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.

K. RESERVES: Maintain a reserve in Property Manager's trust account of $495.00.

L. DISBURSEMENTS: Disburse RPO's funds held in Property Manager's trust account in the following order:
(1) Compensation due Property Manager under paragraph 7.
(2) All other operating expenses, costs and disbursements payable from RPO's funds held by Property Manager.
(3) Reserves and security deposits held by Property Manager.
(4) Balance to RPO.

M. RPO DISTRIBUTION: Remit funds, if any are available, monthly to RPO.

N. RPO STATEMENTS: Deliver monthly and year-end statements of receipts, expenses and charges for each Property.

O. PROPERTY MANAGER FUNDS: Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

P. KEYSAFE/LOCKBOX: RPO authorizes the use of a keysafe/lockbox to allow entry into the Property.

Q. MAIL FORWARDING: Under no circumstances shall Property Manager be responsible for the forwarding of any mail directed to RPO or any previous occupant, all of which may be refused and returned to sender.

4. RENTAL PROPERTY OWNER RESPONSIBILITIES: RPO shall:

A. Provide all documentation and records as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if RPO becomes aware of any change in such documentation, records, or any matter affecting the habitability of the Property.

B. RPO agrees to complete Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within **5 Days** of completing this Agreement for the purpose of informing Broker of the condition of the property. Additionally, RPO shall, upon request by Broker, update or complete a new disclosure, as required by law.

C. Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgements, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, (i) for any repairs performed by RPO or by others hired directly by RPO; (ii) for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person operating through Property Manager's broker's license, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; (iii) from any incorrect or incomplete information supplied by RPO, or from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises, and (iv) actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Property Manager's negligence but not to the willful misconduct or gross negligence of Property Manager and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.

D. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.

E. Pay all interest on tenants' security deposits if required by local law or ordinance.

F. Carry and pay for: (i) public and premises liability insurance in an amount of no less than $500,000 ($1,000,000 recommended) per occurrence.

1. If RPO fails to do so, RPO authorizes Property Manager to obtain such insurance and charge RPO pursuant to **paragraph 3.G**.
2. Property Manager shall be, and RPO authorizes Property Manager to be, named as an ADDITIONAL INSURED party on RPO's policies. Within (7) seven days of the commencement of this Agreement and at each renewal thereafter, RPO shall provide Property Manager with a Certificate of Insurance, a Declarations page and an Additional Insured endorsement confirming Property Manager coverage.
3. If within the specified number of days above, RPO fails to maintain the insurance coverage required under this Agreement, or if RPO's insurance policy does not permit Property Manager to be named as Additional Insured, RPO agrees that Property Manager will enroll the RPO in a Master Liability Insurance. (This policy does not supplement your existing General Liability policy but merely acts as a vehicle to meet the additional insured requirement).
4. Expenses associated with obtaining such insurance shall be charged to RPO at a cost of $25.00 per unit per month which is the sum of $18.83 for the policy premium and $6.17 as a management retained administrative fee. Pricing and coverage terms are subject to change without notice due to provider modifying their rates, fees, or program terms.

Property Management Agreement Sample

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5. Participation in the program will remain in effect until RPO provides all documentation stated above confirming the required liability insurance is in place and that Manager is named as an Additional Insured. Upon receipt of such documentation, participation in the program will terminate on the last day of the month.
6. RPO accepts full responsibility for maintaining the required insurance coverage and agrees to defend, indemnify, and hold Property Manager harmless from any claims, losses, liabilities, damages, costs, or expenses, including reasonable attorney's fees, that arise from or relate to: (a) any time period in which the required insurance is not maintained; (b) the expiration, cancellation, or termination of such coverage; or (c) insufficient policy terms or limits that fail to provide defense or coverage for claims involving the RPO or Property Manager.

G. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.

H. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover RPO's responsibilities.

5. RENTAL PROPERTY RPO REPRESENTATIONS:

RPO represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or RPO's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes aware of any of these items during the term of this Agreement.

6. TAX WITHHOLDING AND REPORTING:

A. If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed $1,500 received by Property Manager in a calendar year, unless RPO completes and transmits to Property Manager FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.

B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person (Foreign Investor) RPO authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor RPO will need to obtain a U.S. taxpayer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.

C. Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

7. COMPENSATION:

A. RPO agrees to pay Property Manager fees in the amounts indicated below for:

(1) Management: 8.00% of the gross monthly rental income. (Minimum $195.00 per month).

(2) Renting or Leasing: Marketing, Screening & Lease Admin fee of $495.00 per Vacancy.

(3) Evictions: All Legal / Court fees charged to Property Manager. *See attached Addendum #1 for more information.

(4) Preparing Property for rental or lease: All costs charged to Property Manager.

(5) Managing Property during OWNER CAUSED extended periods of vacancy: $80.00 per month office administrative fee during extended Vacancy (2 months onward) for ongoing bill paying and month end operational statements.

(6) $150.00 Annual lease renewal fee to ensure tenant compliance with updated laws, rules, and regulations as they change year to year.

(7) $150.00 New lease origination fee for existing tenant(s) not placed by Broker if requested by owner or recommended by Broker when management services begin or at 1st lease origination by Broker.

(8) Vacant Rent Ready Project Management: When the total cost of work performed during a vacancy to prepare the Property for rent equals or exceeds $5000.00, Property Manager shall receive a project management coordination fee equal to Ten percent (10.00 %) of the Rent Ready Project Management cost over $5000.00. This fee applies exclusively to vacancy-related Rent Ready projects and does not apply to general repairs or maintenance performed during an existing tenancy. No coordination fee shall be charged when the total Make Ready cost is less than $5000.00 or when Owner independently performs or coordinates the work without Property Management involvement.

(9) Annual Property Inspections: Property Manager, Manager's agents or subcontractors shall conduct an annual inspection at a charge of $125.00 per property or unit and provide Owner with a digital report containing photographs of the Property. The inspection will consist of a visual observation of areas that are reasonably and ordinarily accessible; it does not include testing any systems, equipment, or components. Owner acknowledges that certain defects or conditions may not be visible or identified during the inspection. Inspections conducted by Manager or Manager's agents or subcontractors are provided without any guarantee concerning the Property's condition and without liability to Manager for defects or conditions that are not observed or recognized. These inspections are not a substitute for an inspection performed by a qualified professional home inspector.

(10) Other: _____.

(11) Other: _____.

Sample Property Management Agreement

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B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or flood damage restoration, obtaining income tax, accounting or legal advice, representation in court or any public agencies, advising on proposed new construction, project managing tenant occupied capital improvements, debt collection, counseling, attending RPO's Association meetings or project management of any pre-existing legal, mold, lead, asbestos, flood, fire problems or pest / termite infestation which shall be billed at $160.00 per hr.

C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.

D. RPO further agrees that:

(1) Property Manager may receive and keep fees and charges from tenants, or as applicable be reimbursed for fees charged for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or late payments; (iv) any bank credits or credit card points/credit received; (v) any technology platform credits, fees, and charges; (vi) lock-boxes/keysafes; and (vii) eviction protection services. Property Manager shall disclose any such fees and charges.

(2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations: CC Maintenance & Repair Inc.
Property Manager shall disclose to RPO any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to RPO.

8. AGENCY RELATIONSHIPS: Property Manager may act, and RPO hereby consents to Property Manager acting, as dual agent for RPO and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, RPO acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). RPO understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to RPO's Property. RPO consents to Property Manager's representation of other RPOs' properties before, during and after the expiration of this Agreement.

9. NOTICES: Any written notice to RPO or Property Manager from the other party required under this Agreement shall be served by sending such notice (i) by first class mail or email to that party at the full address and/or email address below, or at any different address the parties may later designate for this purpose. Mailed notice, including notice under **paragraph 14**, shall be deemed received five (5) calendar days after deposit into the United States mail. Electronic notice shall be deemed received the next business day after it is sent.

10. SECURITY AND INSURANCE: Property Manager is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.

11. ATTORNEY FEES: In any action, proceeding or arbitration between RPO and Property Manager arising out of this Agreement, RPO and Property Manager are each responsible for paying their own attorney fees and costs, except as provided in **paragraph 12A**.

12.DISPUTE RESOLUTION:

A. MEDIATION:

(1) RPO and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action.

(2) Mediation fees, if any, shall be divided equally among the parties involved.

(3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 11. Exclusions from this mediation agreement are specified in paragraph 12B.**

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. ADVISORY: If RPO and Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

13. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

14. MODIFICATION OF AGREEMENT: Property Manager and RPO may not modify the terms of this Agreement unless acknowledged and agreed to by both RPO and Broker in writing.

15. RPO CAUSED RISK: If RPO creates a risk of potential legal action against both RPO and Property Manager through an action that violates Property or Tenant safety Laws in which RPO does not allow Property Manager to promptly mitigate, Property Manager may immediately terminate Property Management Services.

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RPO Name: Jerry and Mary Williams Date: _____

16. ADDITIONAL TERMS:

A. (The terms and conditions of the following attached Disclosures, Addendums and Advisories are made part of this Agreement)
(1) Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD);
(2) Property Management Addendum (C.A.R. Form PMAD);
(3) Addendum (C.A.R. Form ADM-1);
(4) IF APPLICABLE: Addendum(s) (C.A.R. Form(s) ADM-2, ADM-3);
(5) Fair Housing and Discrimination Advisory (C.A.R. Form FHDA);
(6) California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
(7) Arbitration Agreement (C.A.R. Form ARB)

B. IF APPLICABLE: If Broker was not involved with the placement of current tenants, Broker shall receive base monthly commission on unit(s) / tenant(s) who fail to pay rent and / or must be pursued in the collection of outstanding rent and / or be evicted for any reason.

C. IF APPLICABLE: If Broker placed tenant(s) have occupied Property for 1 (One) year or more and fail to pay rent and / or must be evicted, Broker shall receive base monthly commission on unit(s) / tenant(s) who fail to pay rent and / or must be pursued in the collection of outstanding rent and / or evicted for any reason.

D. IF APPLICABLE: Security Deposit(s) on file to be forwarded to The Comana Company Trust Account.

17. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

18. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

19. OWNERSHIP, TITLE AND AUTHORITY: RPO warrants that: (i) RPO is the legal RPO of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority are as follows: _____.

By signing below, RPO acknowledges that RPO has read, understands, accepts and has received a copy of this Agreement.

RENTAL PROPERTY OWNER SIGNATURE(S):

RPO Signature: _____ Date: _____

RPO Printed name: _____

Social Security/Tax ID # (for reporting purposes): _____

Full Address: _____
(Street) (City) (State) (Zip)

Phone Number: _____ Email: _____

RPO Signature: _____ Date: _____

RPO Printed name: _____

Social Security/Tax ID # (for reporting purposes): _____

Full Address: _____
(Street) (City) (State) (Zip)

Phone Number: _____ Email: _____

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RPO Name: Jerry and Mary Williams Date: _____

BROKER SIGNATURE(S):

Agent (Real Estate Broker Firm): The Comana Company, Inc DRE Lic. #01473813

By _____ Alex Comana DRE Lic. #01265465 Date: _____

8270 University Avenue
La Mesa, CA 91942
(619) 741-0052

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CALIFORNIA ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT ADDENDUM

(C.A.R. Form PMAD, 10/26)

Date Prepared: _____

The following terms and conditions are hereby incorporated in and made a part of the Property Management Agreement dated: _____

on property known as 3007 Sample Street La Mesa, CA 91942, in which

Jerry and Mary Williams is referred to as ("Rental Property Owner" / "RPO") and The Comana Company, Inc. is referred to as ("Broker").

A. **For Out of State Owners Only:** RPO authorizes Broker to remit trust funds of the RPO (funds may consist in whole or part of rent or rents and other taxable income collected for Owner by Broker) to the California Franchise Tax Board as and for withholding taxes when the RPO is subject to the Non-Resident Withholding Requirement under the California Revenue and Taxation Code.

B. Reports and Disbursements for each month will be received during the 1st week of each month. Such reports will reflect a complete and accurate summary of picture of the previous month's property operations. (_____) (_____)

C. Monthly Owner Income Disbursements shall be issued exclusively via AppFolio Automated Clearing House (ACH) transfer. Paper checks will not be provided, as they are susceptible to loss, theft, alteration, and other issues that may result in significant accounting complications and delays in the Owner's receipt of funds.

D. RPO shall receive printable monthly property operation statements detailing all income and expenses through their online portal.

E. To pay property bills in a timely manner as well as reduce the costs of postage and office supplies a company credit card shall be used to pay vendors that accept credit cards.

F. Per the Property Management Agreement Paragraph 7.B. 1) Should the RPO of the property decide to sell or refinance the property during ongoing management services owner shall pay The Comana Company $160.00 per hr for time required to produce and deliver property related documents as well as provide property access for showings, inspections and appraisals. In the event of property sale, should the RPO hire The Comana Company as their listing Agent all hourly fees shall be waived. 2) Should RPO require Legal representation of any kind by Broker, property shall be billed at $160.00 per hour. 3) Should RPO decide to sell the property or terminate the Property Management Agreement while a Fixed-term Lease Agreement is in effect with Tenant(s), Broker shall receive compensation due through the Lease Agreement expiration date as procuring cause.

G. Removal from Rental Market: Should RPO decide to remove the property from the rental market while tenant occupied, city and state laws may require tenant(s) receive free rent to assist with relocation costs. In this scenario Broker shall receive full monthly management fee based on Tenant(s) full rental amount for continued services being provided by Broker during this time.

H. Rent Concession / Alternate Housing: Should RPO need to provide tenant(s) a Rental Concession or Alternate Housing resulting in loss of rental income due to no-fault of the Broker, Broker shall receive full monthly management fee based on Tenant(s) full rental amount for continued services being provided by Broker during this time.

I. Per California Civil Code 1954.600 through 1954.605 and California Health and Safety Code § 17920.3, a Canine Bed Bug Inspection shall be conducted with each vacancy to establish the vacant unit is bed bug free prior to leasing vacant unit.

J. Should the RPO want to establish Renters Insurance on pre-existing tenant(s), RPO understands this requirement may result in annual premium needing to be reimbursed to tenant(s) by RPO. Renters Insurance is a pre-condition of lease for new tenants.

K. RPO understands year end rental income and vendor 1099's and (if applicable 592B) tax reporting documents will be sent electronically to owner(s) online portal.

L. Please allow up to 30 days for final accounting at termination of contract.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Property Management Addendum.

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

Broker _____ Date _____

Sample Property Management Agreement

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ADDENDUM No. 1 (One)

(C.A.R. Form ADM, Revised 6/25)

Services, Eviction, Leasing, Service Repair Guarantees

Date Prepared: _____

The following terms and conditions are hereby incorporated in and made a part of the Property Management Agreement dated: _____

on property known as 3007 Sample Street La Mesa, CA 91942, in which

Jerry and Mary Williams is referred to as ("Rental Property Owner") and The Comana Company, Inc. is referred to as ("Broker").

A) PROPERTY MANAGEMENT SERVICES GUARANTEE: The Comana Company, Inc understands the importance of providing a high level of professional service to both you and your Tenant(s)s. If at any time you feel we are not providing 100% of the terms of service written in our property management agreement, you may cancel our agreement without penalty. TERMS & CONDITIONS: Prior to termination of the property management agreement the matter of concern must be brought to The Comana Company, Inc's, in writing so that The Comana Company, Inc may be given an opportunity to address and correct the issue. The matter of concern must be an item of performance as outlined in the Property Management Agreement. If The Comana Company, Inc is unable to rectify the matter of concern after it has been brought to their attention the property management agreement shall be terminated without penalty. If The Comana Company can rectify the matter of concern after it has been brought to their attention the Property Management Agreement shall continue to move forward according to its terms.

B) NO-EVICTION GUARANTEE: The Comana Company, Inc shares with you a mutual goal of placing qualified Tenant(s) into your home. Therefore, we offer a No-Eviction Guarantee. If Tenant(s) we place into your home must be evicted, we will cover the cost of an eviction up to $1500.00. TERMS & CONDITIONS: The following situations indemnify The Comana Company, Inc. from the No-Eviction Guarantee as they are circumstances beyond the control of The Comana Company, Inc or a period of longevity has been established: A) Unforeseen Job Loss or Property Abandonment. B) Unknown Subletting or the allowance of additional occupants not approved by The Comana Company, Inc. C) Allowing any sort of pet/pets onsite after lease. D) Tenant(s) modifies the home / grounds without permission. E) Tenant(s) has/have occupied the property for one year or more. F) Tenant(s) must be at least 2 full months behind in rent before an eviction is to commence. G) Tenant(s) suffers death, incapacity or insanity. H) Tenant(s) stops paying rent due to a habitability claim or the Tenant(s) suffers some form of loss due to a property condition not caused by the Tenant(s). I) A National, State or Local Emergency or Pandemic takes place. J) The Comana Company, Inc is no longer managing the property either at the time of eviction commencement or anytime during the eviction. In the event an eviction occurs not within the scope of the No-Eviction Guarantee, The Comana Company shall bill the property $160.00 per hour for all services rendered in connection with the eviction process.

C) SERVICE REPAIR GUARANTEE: The Comana Company will notify you of all maintenance repairs as they are received so you are always aware of your property's operations. *Estimates for work needed will be provided for approval prior to work commencement. *The Service Repair Guarantee does not apply to Emergencies including but not limited to: Fire, Flood, Leaks, Running water of any kind, Electrical Failure, Refrigerator or Range/Oven Appliance Failure.

D) ESTIMATED MARKET VALUATION: Estimated Rental Value based on Comparative Market Analysis is: $_____. (*This is an estimate of valuation only, meaning the valuation price is not guaranteed as market conditions change).

Sample Property Management Agreement

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

Broker _____ Date _____

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic or intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Rental Property Owners
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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RPO's Initials: _____ | _____

EQUAL HOUSING OPPORTUNITY

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Alex Comana
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Property Management Agreement Sample

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC* , 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Rental Property Owner has read, understands and acknowledges receipt of a copy of this Fair Housing & Discrimination Advisory.

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

Broker _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Property Management Agreement Sample

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, Revised 6/26)

The California Consumer Privacy Act ("CCPA")[1] provides California residents with certain rights regarding the collection and use of their personal information ("PI"). Under the CCPA, PI is defined broadly to encompass non-public information that could reasonably be linked to a particular consumer.

During the process of buying, selling, leasing, or, renting real estate, your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. This sharing of PI will likely be essential to effectively complete the transaction for which the broker is being hired.

Businesses that are subject to the CCPA are required to provide you with certain notices and allow you to exercise various rights regarding your PI. However, not all businesses are required to comply with the CCPA. Moreover, businesses that are otherwise subject to the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are subject to the CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years.

If you wish to exercise your rights under the CCPA, you should contact the applicable business directly.

You can also obtain more information about the CCPA from California Privacy Protection Agency (cppa.ca.gov).

This Advisory does not satisfy the requirements under the law, and you are advised to discuss with your broker whether the law applies to your broker, what obligations the broker's business may have, if any, and what rights you may have when it comes to your PI collected by that broker. The broker does not control other businesses that may obtain your PI in the course of your transaction.

By signing below, you acknowledge that you have received a copy of this California Consumer Privacy Act Advisory, and you have read and understand its terms.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

Sample Property Management Agreement

[1] The CCPA can be referenced at Cal. Civ. Code §§ 1798.100 et seq. Supporting regulations can be referenced at 11 Cal. Code Regs. §§ 7000 et seq.

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CALIFORNIA ASSOCIATION OF REALTORS®

ARBITRATION AGREEMENT

(C.A.R. Form ARB, 6/23)

Property Address: Jerry and Mary Williams

1. ARBITRATION OF DISPUTES:

The Parties signing below ("Parties") agree that any dispute or claim in Law or equity arising, or having arisen, between them out of the: Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD), Property Management Agreement (C.A.R Form PMA), Property Management Addendum (C.A.R. Form PMAD), Addendum(s) (C.A.R. Form(s) ADM-1, ADM-2, ADM-3), Fair Housing and Discrimination Advisory (C.A.R. Form FHDA), California Consumer Privacy Act Advisory (C.A.R. Form CCPA) and Rental Property Owner Disclosure (C.A.R. Form RPOD), or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who have not signed this Arbitration Agreement, but who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act. Exclusions from this Arbitration Agreement are specified below.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Rental Property Owner Initials: _____ | _____ Broker/Agent Initials: _____ | _____

2. ADDITIONAL ARBITRATION TERMS:

A. EXCLUSIONS: The following matters are excluded from arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

B. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

C. BROKERS: Brokers who have not signed this Arbitration Agreement shall not be obligated nor compelled to arbitrate unless they agree to do so in writing. Any Broker(s) participating in arbitration but who have not signed this Arbitration Agreement shall not be deemed a party to this Arbitration Agreement.

Rental Property Owner has read, understands and acknowledges receipt of a copy of this Arbitration Agreement.

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

Broker _____ Date _____

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EQUAL HOUSING OPPORTUNITY

The Comana Company, Inc 8270 University Avenue La Mesa, CA 91942 Phone: 619-741-0052 Fax:
Alex Comana
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Sample Property Management Agreement

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

✓ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

Agent (Real Estate Broker Firm): The Comana Company, Inc DRE Lic. #01473813 Date _____

By (Broker-Associate): _____ Alex Comana DRE Lic. #01265465 Date _____

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Sample Property Management Agreement

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____ Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____ Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____ Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(a) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EQUAL HOUSING OPPORTUNITY

Sample Property Management Agreement

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Sample Property Management Agreement