



PO Box 1922
Higley, AZ 85236

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES

Owner: _____

Broker: Evolution Real Estate, LLC

2. EMPLOYMENT

Owner employs and appoints Broker as Owner's sole and exclusive agent to lease, operate and manage the Property located at: _____

Legal description of property: _____

A) Term: This Agreement shall commence on the _____ day of _____, 20_____ ("Commencement Date") and shall end on the _____ day of _____, 202_____ ("Termination Date"). This Agreement shall renew automatically for a period of 12 months unless otherwise canceled or terminated as provided for herein. Broker shall send Owner a reminder notice at least thirty (30) days prior to each renewal date.

This Agreement shall be immediately and automatically terminated by (i) the sale, transfer or other disposition of legal and beneficial title to the Property, except for a transfer of the Property to a trust or other legal entity controlled solely by Owner, (ii) condemnation of the Property or (iii) complete destruction of the Property.

B) Cancellation: Either party may cancel this Agreement upon thirty (30) days written notice. If Owner cancels this Agreement prior to the Termination Date or any extension thereof, Owner shall pay Broker an early termination fee equal to the management fees for the remainder of the term.

Broker may cancel this Agreement immediately by notice to Owner in the event that: (i) a notice of trustee's sale or judicial foreclosure is recorded against the Property; (ii) Owner fails or refuses to comply with any rule, order, determination, code, ordinance or law of any governmental authority; (iii) Owner refuses to correct a hazardous condition on the Property.

Either party may cancel this Agreement immediately by notice to the other party in the event a petition in bankruptcy is filed by or against either Owner or Broker, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act.

Upon cancellation of this Agreement, Owner shall assume all contractual obligations and payment of all outstanding amounts due pertaining to the Property or arising from this Agreement, Broker may withhold funds as permitted by law to pay any amounts due, expenses previously incurred but not yet invoiced, and to close accounts. Broker shall deliver to Owner the balance of any monies due Owner, held by Broker, as well as a final accounting reflecting the balance of income and expenses within thirty-five (35) days of termination or as required by law.

C) Tenant Deposits Upon Termination/Cancellation: If this Agreement is terminated or canceled for any reason other than trustee's sale, judicial foreclosure or other forfeiture by Owner, any refundable tenant deposits will be forwarded to the Owner after notice has been given to the tenant as required by law. If this Agreement is terminated due to trustee's sale, judicial foreclosure or other forfeiture by Owner, any refundable tenant deposits due tenant shall be released to the tenant.

(OWNER'S INITIALS REQUIRED) _____
OWNER OWNER

3. BROKER RESPONSIBILITIES

A) Management and Leasing

Broker shall use its best efforts to:

- (i) Manage, supervise the maintenance of and operate the Property.
- (ii) Lease or rent the Property, including negotiating for and entering into leases on behalf of Owner, for terms not in excess of: 12 months and monthly rent in the amount equal to or no less than \$_____ or as otherwise agreed upon or accepted by Owner;
- (iii) Collect rents, deposits, and other fees

B) Lease Renewals: Broker will begin the lease renewal process 120 days prior to any lease expiration. At Broker's sole discretion, when in the best interest of Owner, leases will be renewed and rates will be adjusted in accordance with the current rental market and tenant retention standards. Broker will not renew any leases that at the sole discretion of Broker, are determined to not be in the best interest of Owner. Owner must notify Broker in writing at least 120 days prior to the lease expiration if Owner does not intend to keep the home under management of Broker or otherwise does not intend for the lease to be renewed.

C) Marketing: Broker may advertise the Property for lease and place signs on the Property if permitted by the applicable rules and regulations or governing homeowner's association. Owner authorizes Broker to install and use a lockbox on the Property containing the key to the Property. Owner acknowledges that a lockbox will permit access to the property to other brokers and prospective tenants. Owner acknowledges that Broker may use a showing system that will allow prospective tenants temporary access to view the home without a member of Broker's office being present. Owner acknowledges that, from time to time, unauthorized persons may have gained access to properties using lockboxes, and Broker is not insuring Owner or any occupant against theft, loss or vandalism resulting from any access.

Owner agrees that the Property will not be advertised through MLS unless Owner executes and delivers to Broker a separate written agreement for listing the Property in the MLS.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER

D) Tenant Performance: Broker shall make reasonable efforts to screen potential tenant(s) and to collect rents, but does not guarantee future performance of tenant(s) and is not obligated to refund to Owner any compensation or commissions in the event of tenant breach.

E) Tenant Delinquency / Enforcement Actions: Broker shall perform all necessary services required, at their sole discretion, when tenant is delinquent with rents. This includes, but is not limited to, termination of tenancies, contracting eviction procedures through an attorney, signing papers for legal process, recovering possession of the Owner's property, reinstating tenancies and/or releasing such actions of lawsuits as Broker feels necessary to protect the Owner and/or Broker's interest. All charges are billed to tenant; however, Owner is responsible in the event tenant does not pay. Costs may include but are not limited to special mailing, long distance charges, process service, attorney fees and bookkeeping fees to provide attorney with documents to file court case and Broker court appearance fee of \$100.00 per hour. Broker will retain any and all late fees, charges, etc. as compensation for these additional services.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER



Broker will make reasonable efforts to collect any and all amounts due from former tenants, which may include: sending collection notices, reporting amounts to credit bureau(s) and forwarding information to third party collection agencies. Owner understands and agrees that collection agency could retain up to 50% of any amount entered into collections as a form of payment for their professional services. If this Agreement is cancelled, Broker shall not be responsible for entering delinquent tenant information into collections on behalf of Owner. Owner releases Broker from all debt collection fees.

F) Repair and Maintenance: Broker shall assist Owner in the employment and supervision of all labor and contractors required for the repair and maintenance of the Property at Owner's expense. All labor and contractors shall be deemed sub-contractors of the Owner and not the Broker unless otherwise agreed in writing, and Broker shall not be liable or responsible for their acts, defaults or negligence. Owner authorizes Broker to use a "handyman" when Broker deems appropriate. At Broker's discretion, licensed contractors will perform extensive repairs, water extraction, mold remediation, electrical, roofing and major plumbing. Owner shall approve all expenditures in excess of \$500 for any one item, including repairs to be paid by deductions from tenant's deposits, except that no Owner approval shall be required for recurring operating expenses or emergency repairs if in the sole discretion of the Broker such repairs are necessary to protect the Property from damage or to maintain services to the tenant as required by the lease and/or law. If Broker is required to obtain multiple quotes at the request of Owner, Owner agrees to pay any necessary trip charges billed by contractors in addition to a \$25 administrative fee to cover Broker's time. Broker is under no obligation to incur or assume any debt or pay for any expenses related to the Property if funds are not available in the Owner's account. Owner agrees to deposit funds for approved repairs within 24 hours of Broker request. Owner hereby waives any claim for damages against Broker for non-payment of any charge associated with the Property.

G) HVAC Service Plan: Owner acknowledges and agrees that, as a condition of this Agreement, Property Manager shall enroll the Property in the HVAC Service Plan ("Service Plan") administered through Property Manager's preferred HVAC service provider. Enrollment in the Service Plan is mandatory for all managed properties to ensure proper equipment maintenance, reduce emergency repair incidents, and support tenant satisfaction.

The cost of the Service Plan for one HVAC unit per property is included in the management fee. Properties with more than one HVAC unit will be billed to Owner at a flat monthly rate of \$20.00 per additional unit. Property Manager shall facilitate enrolling, coordinating, and maintaining the Property's participation in the Service Plan. Owner authorizes Property Manager to approve and schedule all services included in the plan without further consent.

Scope of Services Included in the Service Plan:

The Service Plan provides the following services and benefits for the Property:

- **Semi-Annual Seasonal HVAC Maintenance:** The HVAC unit(s) shall receive two (2) seasonal maintenance services per year, including a spring/summer cooling inspection and a fall/winter heating inspection.

(OWNER'S INITIALS REQUIRED) _____

OWNER OWNER



- **Annual Dryer Vent Cleaning:** A complete dryer vent cleaning shall be performed once per year, typically during the winter season.
- **Air Filter Supply and Installation:** All HVAC air filters required for the Property shall be supplied through the Service Plan and installed by the vendor during the scheduled seasonal services. Resident remains responsible for installation of filters outside of the scheduled seasonal services.
- **Semi-Annual Indoor Air Quality Checks:** The vendor shall conduct indoor air quality assessments twice per year and provide recommendations for improvements if needed.
- **Discounted Service Calls:** Service call fees shall be billed at a 50% discount—reduced from the standard \$99.00 rate to \$49.50 for enrolled properties.
- **Discount on Additional Services:** Owner shall receive a 15% discount on all HVAC services performed outside of the included maintenance items.
- **Extended Labor Warranty on Repairs:** All repairs performed by the vendor shall include an extended labor warranty of two (2) years, doubling the standard one-year warranty.
- **Labor Warranty on New Installations:** Any new HVAC system installed by the vendor shall include a ten (10) year labor warranty. This is in addition to the manufacturer's ten (10) year parts warranty, offering comprehensive long-term coverage not typically included in manufacturer warranties.
- **Priority Emergency Service:** The Property shall receive priority scheduling for emergency HVAC services, helping reduce tenant downtime and improving tenant satisfaction.

H) Re-keying Owner authorizes Broker to install digital locks on the property to eliminate the need for rekeys at each turnover. Owner agrees to pay Broker's material cost, which is **\$99.00** per lock at the time of this agreement, plus labor for the installation of each lock. In the event the property is not a good candidate for digital locks Owner agrees to have the locks changed at the Property at each tenant turnover; cost of lock changes shall be the responsibility of the Owner.

I) Home Warranty Owner acknowledges that Broker will not work with 3rd party home warranty companies for repairs. Instead, when repairs are needed, we will send our trusted vendors with whom established relationships and excellent communication exists, and they will provide the quality service we require in a professional and timely manner.

J) Property Assessments Broker agrees to perform thorough move in and move out assessments and provide Owner with documentation of such. Broker requires periodic property assessments to aide Broker in Owner's asset protection. Periodic assessments are performed between months 5/6 and months 10/11 of each 12 month lease term for an assessment fee of \$85.00 each.

K) Property Management Trust Account: Broker shall deposit all Property rents, miscellaneous income, tenant security deposits and Owner's reserve funds into Broker Property Management Trust Account(s) ("PMTA"), which shall be maintained as required by law. The PMTA may earn interest, which shall be paid to Broker as additional compensation for Broker's services.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER



L) Disbursements: Broker shall disburse to Owner by the last business day of the month, rent and other funds due and collected, after deduction of all fees, bills or other amounts due, Broker compensation, commissions, and other operating expenses and funds required to maintain the reserve account. Broker shall not disburse tenant's refundable security deposits, prepaid rent or other prepaid funds to Owner until earned.

M) Accounting Report: Broker shall issue Owner a report with an accounting of all funds collected and/or disbursed on the Owner's behalf, including the balance of the tenant security deposits on a monthly basis.

N) Tax Reporting: Broker shall report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous income form for all funds received for tax purposes. Owner agrees to complete a W-9 with an accurate Social Security Number or Tax Identification Number and address, in addition to any other requested information or required tax reporting form, and to notify Broker if changes require the information to be updated. Any requests for revised forms for any reason other than Broker error will be subject to an additional \$25 per change fee.

O) Consent to Electronic Delivery of Tax Statements: This Consent to Electronic Delivery of Tax Statements applies to reportable information, including Form 1099 ("Tax Statements"). By consenting, Owner is agreeing to the electronic delivery of Tax Statements and the suppression of mailed paper copies. Owner can access Tax Statements through their secure Owner Portal, which will retain copies of these documents for a minimum of one year. When consenting to the electronic delivery of Tax Statements, Owner affirms that they are able to access and operate: (i) one of the following Internet browsers: Internet Explorer version 6 or higher, Firefox version 3 or higher, Safari version 3.1.0 or higher, or Chrome version 62 higher; (ii) Adobe Acrobat Reader version 6.0 or higher, which can be downloaded free of charge at www.adobe.com; and (iii) either a computer with sufficient space to store Tax Statements, or a printer to create paper of these documents.

This Consent will remain in effect until revoked or modified by Evolution Real Estate, LLC or revoked by Owner. In its sole and absolute discretion, Evolution Real Estate, LLC may discontinue electronic delivery and mail paper Tax Statements. Owner may withdraw consent at any time by updating their preferences through their secure Owner Portal or by submitting a written request to our office. Once consent is withdrawn, paper delivery will only apply to Tax Statements issued after your request is processed. To receive paper copies of Tax Statements without withdrawing from electronic delivery, Owner shall contact Broker's office. Broker will notify Owner by email when a new Tax Statement is available for their account. If this email is returned as undeliverable and Broker does not receive Owner's updated and verified email address within 30 days, or otherwise cannot reach Owner at the email address provided, Broker may discontinue electronic delivery and mail paper Tax Statements. Owner can update their email address at any time from their online Owner Portal.

P) County Registration: Broker shall Register Owner's property(ies) as rental, and provide statutory agent service for Owner pursuant to ARS #33-1901 & 1902.

Q) Homeowners Associations: Due to the degree of difficulty in working with some Homeowners Associations and their affiliated management companies, Broker will maintain no liability for any enforcement of HOA rules, regulations or CC&R's. Broker will work in good faith with the HOA and tenant to resolve any HOA violations.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER



R) Personal Information: Broker shall comply with all applicable laws concerning the retention and disclosure of personal and financial information obtained from both Owner and tenant.

4. OWNER REPRESENTATIONS AND RESPONSIBILITIES

A) Owner Representation: Owner represents that (i) Owner has the legal authority to lease the Property, (ii) no other real estate broker represents Owner in connection with the Property; (iii) there is no pending or anticipated sale, exchange, transfer, foreclosure, bankruptcy or other proceeding that could affect the ability to lease the Property. Owner shall immediately notify Broker of any changes in these representations. Owner hereby grants Broker the sole and exclusive right to: rent or lease the Property, inspect the Property, collect all rents and other funds due, issue receipts, advertise the Property and to do all things Broker deems necessary to efficiently manage the Property.

B) Disclosure: Owner shall disclose in writing all material (important) facts regarding the Property to Broker, including all physical, environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety codes. Owner shall immediately notify Broker of any changes in disclosures made herein or otherwise. Owner acknowledges that the failure to make legally required disclosures may result in civil liability.

C) Lead-Based Paint: Owner shall comply with all lead-based paint laws. If the Property was built prior to 1978, Owner shall notify Broker of any known lead-based paint ("LBP") or LBP hazards in the Property and provide Broker with any LBP risk assessments or inspections of the Property. Further, Owner shall use EPA Lead-Safe certified contractors to perform renovation, repair or painting projects that disturb lead-based paint.

D) Swimming Pool Barrier Regulations: Owner, at Owner's expense, shall comply with all applicable state, county and municipal swimming pool barrier laws or regulations prior to the Property being occupied.

E) Documentation: Owner shall provide to Broker copies of all relevant documents pertaining to the Property, including but not limited to, covenants, and restrictions (CC&Rs), homeowners association governing documents, service contracts, leases/rental agreements, notices of pending special assessments, association fees, claims or litigation, personal property lists and any other agreements, documents, or reports relating to the Property.

F) Responsibility to Tenant: Owner shall fulfill all Owners' obligations to tenant pursuant to the lease/rental agreement and as required by law.

G) Authorized Access: Owner shall not visit the Property or contact tenant without five (5) business days prior notice to Broker to allow Broker sufficient time to provide tenant with any legally required notice. Owner shall not enter the Property unless accompanied by Broker.

H) Inquiries/Negotiations: Owner shall refer all inquiries regarding the Property, including inquiries regarding lease or lease renewals to Broker and all negotiations regarding the Property shall be conducted solely by or under the direction of Broker.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER



I) Sale or Transfer of Property: In the event Owner decides to sell, exchange or transfer the Property, Owner shall notify Broker immediately.

J) Foreclosure: Owner shall pay all loan obligations, property taxes, association fees and any other obligations which could lead to a foreclosure action. Owner shall notify Broker and tenant within ten (10) days after receipt of notice of any trustee's sale or judicial foreclosure related to the Property, or as otherwise prescribed by law.

K) Broker's Employees: Owner shall not hire or contract with any employee or sub-contractor of Broker to do any work or perform any service related to the Property without Broker's written consent.

L) Property Turnover Reserves: When a notice to vacate has been recorded, Owner shall maintain a reserve account balance equal to one month rent. Broker will hold funds in the turnover reserves until the next rental income is received. Broker in Broker's sole discretion, may, but shall not be obligated to, advance Broker funds on behalf of Owner to keep Owner's account open or to avoid charges for an insufficient minimum balance. Owner shall reimburse Broker for all advanced funds, interest or fees upon demand and remit any funds to Broker.

M) Account Deficits: Broker is authorized to transfer funds from any other Owner property under this agreement having a positive balance in order to offset negative balances of another Owner property. In the event the disbursements shall be in excess of rents collected by Broker, the Owner hereby agrees to pay such negative balance immediately upon receipt of notice from Broker or as noted in monthly statement. Agent reserves lien rights for non-payment and will be entitled to an additional fee of \$100.00 plus any and all legal prep or recording fees related to such action.

N) Insurance: Owner, at Owner's sole expense, shall maintain adequate Property insurance, public liability insurance and any other necessary insurance on the Property, in an adequate amount to protect the interests of Owner and Broker. Owner shall name Broker as co-insured on all insurance policies covering the Property and provide Broker with Certificates of Insurance or copies of the policies. Such insurance shall remain in full force and effect during the term of this Agreement and any renewals thereof.

O) Legal and Tax Advice: Owner recognizes, acknowledges, and agrees that Broker is not qualified or licensed to provide legal or tax advice. Only an attorney is qualified to represent the Owner in court. Owner shall consult with an attorney, professional tax consultant, or other qualified licensed professional to advise Owner with respect to legal or tax issues.

(OWNER'S INITIALS REQUIRED)

OWNER

OWNER



P) Release of Claims: Owner hereby expressly releases, holds harmless and indemnifies Broker from any and all claims liability, damages or legal actions arising from the management of the Property, including liability from any injury suffered by an employee or other person on the Property, liability in connection with any trustee's sale or judicial foreclosure of the Property or in connection with prior management of the property and/or any deposits not released to the Broker. Owner agrees to promptly and diligently defend, at Owner's sole expense, any claim, legal action or other proceeding brought against the Broker arising from the management of the Property, except in the case of Broker's willful misconduct and/or gross negligence. Owner agrees to reimburse Broker for any monies which the Broker expends in connection with, or in defense of, any claim, civil or criminal action proceeding, charge or prosecution made, instituted, or maintained against Broker, or Owner and Broker jointly or severally.

5. COMPENSATION

BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OR REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND OWNER IN THIS AGREEMENT.

Owner agrees to compensate Broker for services rendered as set forth below.

A) Management Fees: Owner agrees to pay Broker a management fee of 10% of gross receipts; minimum \$95.00/maximum \$250.00 when the property is leased to a tenant.

No management fee will be charged/collected while the property is vacant for properties where Owner uses Broker recommended tenant qualifications and advertised pricing. Owners who instruct Broker to vary from recommended tenant qualifications and advertised pricing agree to pay 50% of the management fee based on the advertised pricing for any vacant periods.

B) Leasing Commission: Owner agrees to pay Broker a commission of \$ 500.00 for each new ready, willing and able tenant produced by Broker, or if a rental of the Property is made by Owner or through any other broker, or otherwise, during the term of this Agreement for services rendered.

Owner agrees to pay a commission of \$ 150.00 for any rental renewals, regardless of whether or not this Agreement has expired.

C) Sales Commission: Owner agrees to pay Broker a commission of 6 % if during the term of any lease of the Property, including any renewals or holdovers, or within 90 days after lease termination, any tenant or tenant's heirs, executors or assigns enter into an agreement with Owner to purchase the Property.

D) Miscellaneous Owner Fees: Owner agrees to pay Broker the following fees for additional services:

Insurance coordination fee: \$5% of total claim

If Broker is working with contractors and vendors for a substantial refurbishment or improvement to the property exceeding \$2,500, Broker shall be entitled to receive additional compensation in the sum of 5% of the total value of the work performed and services provided.

Other: NONE

(OWNER'S INITIALS REQUIRED) _____
OWNER OWNER



E) Miscellaneous Tenant/Third Party Fees: Owner agrees that Broker may charge the tenant the following fees, which Broker shall retain as additional compensation for services:

Application fee: \$65.00

One time admin fee: \$150.00

Lease renewal fee: \$150.00

Monthly admin fee for tenant liability insurance (where applicable): \$4.50

Monthly Resident Benefit Package: \$30.00 - \$50.00

Non-Sufficient Funds (returned check) fee: \$35.00

Service of notice fee: \$35.00

Late fee: \$20.00/day

Other: 20% administ

Other: 2070 administrative fee for repairs needed at move out

8. MISCELLANEOUS PROVISIONS

AJ Services Not Covered: This Agreement does not include providing on-site management services, rehabilitation, obtaining accounting or legal advice, representation before public agencies, or attending Homeowner's Association meetings. If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

B) Alternative Dispute Resolution: Broker and Owner shall endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement. In the event any such dispute, controversy or claim cannot be resolved, Owner and Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and unappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action. To minimize legal expenses and, to the extent allowed by law, both parties agree that a trial of any lawsuit based on statute common law, and/or related to this Management Agreement shall be to a judge and not a jury and the parties hereby specifically waive their rights to a jury trial.

C) Attorney Fees and Costs: The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

D) Equal Housing Opportunity: Broker and Owner shall comply with all federal, state and local fair housing laws and regulations.

(OWNER'S INITIALS REQUIRED) _____



E) Assignment: Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior consent of the other, and any attempted assignment without consent shall be void and of no effect.

F) Other Owners: Owner acknowledges and agrees that Broker may now or in the future represent other owners and tenants of other similar properties.

G) Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

H) Notices/Statements/Reports: Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice") required or permitted hereunder shall be in writing addressed to Owner or Broker as indicated in Sections 8 and 9 and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first

I] Days: All references to days shall be deemed to be calendar days unless otherwise provided.

7. POWER OF ATTORNEY

Owner hereby grants Broker the authority to make contracts for advertising, electricity, natural gas, water, trash pickup, and other services as Broker may deem advisable; Owner shall assume the obligation of any contract so entered into. Owner grants Broker a limited power of attorney to put these services in place in the Owner's name in care of Broker.

(OWNER'S INITIALS REQUIRED) _____ OWNER _____ OWNER



Entire Agreement: This Agreement and any addenda and attachments shall constitute the entire Property Management Agreement between Owner and Broker, shall supersede any other written or oral agreements, and can be modified only by a writing signed by Owner and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect its validity or terms.

Additional Terms: NONE

8. OWNER

Owner Signature: _____ Date: _____

Print Name/Title: _____

SSN : _____ EIN: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

Owner Signature: _____ Date: _____

Print Name/Title: _____

SSN : _____ EIN: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

9. BROKER

Broker Signature: _____ Date: _____

Print Name/Title: _____

Broker Firm Name _____

Mailing Address: _____

Office Phone: _____ Fax: _____

E-mail: _____

(OWNER'S INITIALS REQUIRED) _____
OWNER OWNER