

In Carmichael, California, this \_\_\_\_\_, this Agreement (the "Agreement") is made by and between TINER PROPERTIES, INC. (Its successor and assignees), hereinafter called Agent, and \_\_\_\_\_, hereinafter called Owner, for the management of Owner's real Property known as: \_\_\_\_\_ (the "Property").

1. EXCLUSIVE AGENCY: Owner hereby employs Agent as his exclusive agent for the rental and management of the Property, on a month to month basis. Either party to this Agreement may elect to cancel and terminate this Agreement by giving written notice to the other party not less than 30 days prior to the termination (subject to the terms of paragraph #15-l). Illegal or unethical conduct by either party is grounds for immediate cancellation by the other party. In the event of termination of this Agreement, Agent shall disburse to Owner, within 60 days, the balance remaining in Owner's trust account after all authorized expenses have been paid.
2. AGENT IS AUTHORIZED AND AGREES TO THE FOLLOWING: a) Inspect the Property and arrange needed repair and maintenance. b) Set/adjust rental rate in line with current market conditions. c) Advertise the Property for rent which includes, as reasonable: ordering and scheduling professional photography and/or virtual tour, internet advertising, and displaying "FOR RENT" sign(s) as allowed. Agent may add a reasonable administrative fee to advertising charges to cover Agent's cost to administer the advertising program. d) Use due diligence to obtain a qualified tenant. e) Sign, enter into, extend and/or terminate Rental and/or Lease Agreements on behalf of the Owner. f) Collect rents, deposits, and charges due from tenants. g) Sign and serve appropriate notices and negotiate Agreements with tenants on behalf of Owner. h) Initiate court actions on behalf of Owner for collection on monies owed, or to recover possession of the Property. i) Agent is further authorized to settle or compromise such actions. j) Discuss utility bills and transfer utilities on/off on behalf of the Owner.
3. SECURITY DEPOSITS: Agent shall collect a reasonable security deposit from tenants and hold same in a separate, non-interest bearing, trust account. By law, within twenty one (21) days of the time the tenant vacates, Agent must return said deposit to tenants, and may only retain that portion which is actually spent for repairs (excluding normal wear and tear), cleaning, and/or rent due. Upon request, Agent shall provide Owner with a copy of the security deposit transmittal, giving a breakdown of the disbursement of the security deposit.
4. MAINTENANCE: Agent is authorized to and shall cause maintenance and/or repair of a routine nature to be done without Owner's prior consent provided the cost of such repairs and maintenance does not exceed \$300.00 per repair. In the event of an emergency that would adversely affect habitability, or cases where it is necessary to prevent damage to the life or Property of others or to avoid suspension of necessary services or to avoid penalties or fines or to maintain services to the tenant as called for in their Lease/Rental Agreement, Agent shall proceed with repairs to be made at any reasonable cost after first making a reasonable attempt to contact the Owner.
5. PRIORITY OF MONIES: Rents and charges collected from tenants shall be disbursed in the following order of priority: a) Agent's fees. b) Reimbursement of Agent for out of pocket expenses. c) Payment to vendors. d) Reserve account when agreed upon (paragraph 15e). e) Balance to Owner. Note: Until their bank pays the check from tenant, the balance sent to Owner through the TINER PROPERTIES, INC. account is not guaranteed by Agent. Reimbursement from Owner for any uncollectible returned checks shall be within five (5) days of such notification by Agent. Agent may hold a reasonable amount of money in the Owner's trust account to cover expected Owner costs when a Tenant gives Notice to Vacate. f) Tenant pays to Tiner Properties a monthly administrative fee of \$25 (fee may increase without prior notice) that includes, but is not limited to; government regulation compliance, 3 series of photo requirements per tenancy for security deposit compliance, ongoing insurance compliance, 24/7 maintenance call service, tenant portal, online payment option, and utility payment compliance.
6. STATEMENTS: Agent shall publish to Owner portal an itemized statement, including copies of all bills paid and Owner will receive any monies due on a monthly basis.
7. OWNER'S RESPONSIBILITY: Owner shall be responsible for payments of mortgages, taxes, liens, insurance and assessments. Owner shall also be responsible for payments of water, sewer and refuse. Tiner Properties will typically perform

transfers, set up and cancellation of utilities as needed. In those cases where Tiner Properties exhausts their efforts with a utility company, or at the inception **or** termination of this agreement, Owner may be required to transfer, initiate or discontinue utility services. In order to remain in compliance with city/county inspection programs, the Owner is responsible to register the subject property with the appropriate city/county as a rental property when applicable. Owner shall indemnify and hold Agent harmless from any and all costs, expense, attorney's fees, suits, liabilities, damages or claims for damages, including but not limited to those arising out of any injury or death to any person or persons or damage to Property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the premises by the Agent or the performance or exercise of any of the duties, obligations, powers or authorities herein or hereafter granted to the Agent, except in the case of willful misconduct or gross negligence. Owner shall authorize Agent to make repairs needed to keep the property legally habitable as per California Civil Code §1941.1. Failure to authorize said repairs is grounds for immediate termination of this Property Management Agreement.

8. CAPACITY: Owner warrants that he/she is the Owner of the Property and/or is authorized to enter into this Agreement.
9. REIMBURSEMENT OF EXPENSES: Owner shall assume all cost for repairs, maintenance, alteration, advertising (including professional photography and/or virtual tours), court actions, utilities, etc. in connection with the Property, and shall reimburse Agent for all incurred expenses. This includes advertising cost if/when the Owner terminates this Agreement at any point after the Agent has begun marketing the Property for rent.
10. LIABILITY: Agent shall not be liable for damages as a result of any errors of judgment, or for its actions except in the case of willful misconduct or gross negligence.
11. INSURANCE: Owner shall carry liability insurance, at a limit of no less than \$500,000. Liability must include bodily injury, property damage, and personal injury. Owner further agrees that at all times during the continuance of this Agreement all bodily damage and personal injury insurance carried by Owner on the Property shall, without cost to Agent, extend to insure and indemnify Agent, as well as Owner, by endorsement of such insurance coverage to specifically name Tiner Properties, Inc. as an additional insured. Owner understands that it is her/his responsibility to maintain adequate Fire and extended coverage hazard insurance in an amount equal to the total replacement cost of the structure and other improvements. Tiner Properties, Inc. is hereby authorized to contact Owner's insurance agent upon execution of this Agreement to request said coverage or certificate of additional interest. If insurance company is unable to comply, Owner agrees that upon Property occupancy, Owner shall be enrolled in Tiner's Master General Liability Insurance policy at a cost of \$25 per month, which includes a \$6 administrative fee. Owner may opt out of Tiner's Master General Liability Insurance policy at any time by providing an insurance policy naming Tiner as additional insured.
12. EQUAL HOUSING OPPORTUNITY: Owner understands that Agent will offer the Property in compliance with federal, state, and local anti-discrimination laws.
13. FORECLOSURE: Owner certifies that the subject property is not currently in foreclosure. If for any reason the Property goes into foreclosure, Owner agrees to notify the Agent in writing immediately. At the sole discretion of the Agent, receipt of a Notice of Foreclosure on the property is grounds for immediate termination of this Property Management Agreement.
14. MARKETING PROPERTY FOR SALE: Negotiating with a tenant to allow the Property to be marketed for sale is the responsibility of the Owner and Listing Agent – not the Property manager. Arranging for access to the Property for appraisers, pest reports, etc is also the exclusive responsibility of the Owner and Listing Agent. Mishandling of these negotiations can cause very poor working relations with the tenant. Therefore, any dispute arising as a result of Owner/Listing Agent negotiations with regard to marketing and/or selling the Property, shall be grounds, at the sole discretion of the Property manager, for immediate termination of Property management services (the exceptions to this paragraph is provided for in paragraph 15-i).
15. OWNER AGREES TO PAY AGENT FOR THE FOLLOWING SERVICES (If /when rendered):
  - a) **Tenant placement fee:  $\frac{1}{2}$  the first month's rent.** This fee includes: Screening applicants, negotiating the rental Agreement, and completing a Move-In Condition Report. No additional re-rent fee will be charged to the Owner if the tenant vacates in less than eleven (11) months after a Lease (excludes month-to-month Rental Agreements and Lease terms of less than 11 months) is signed by the Tenant. The Tenant placement fee does not include advertising expenses. Should Owner provide Tiner Properties, Inc. with an acceptable Tenant prior to the commencement of marketing, Tenant placement fee is  $\frac{1}{4}$  of the first month's rent.

- b) **Bill pay service fees:** Monthly fee of \$10.00 per month for each recurring bill paid. Tiner Properties, Inc. cannot make payments for any bill if there is not an adequate balance in the Owners account to do so. Bill pay service does not apply to owners who are paying their own utility bills.
- c) **Monthly management fee:** \_\_\_\_\_ % Approximate fair market rent is \$ \_\_\_\_\_ including the following services: Water, Sewer, Garbage, Gardener, Pool Service, Association Dues, and \_\_\_\_\_ . For those utilities that cannot be transferred to the tenant, an estimated cost shall be calculated for the prior 12 month period and charged to the tenant at a recurring flat rate. We will begin marketing the Property at \$ \_\_\_\_\_ per month, and then reduce the price by approximately 5% every other week (if needed) until the Property is rented or interest/activity are conducive to placing a qualified tenant. Minimum monthly management fee is \$125 for single family homes, ADUs and condos; \$175 for duplexes and 2 houses on 1 lot. Monthly management fee includes all the above in this paragraph and the following checked services:
  - Eviction Protection:** as described in paragraph 15n.
  - Early Check Processing:** Owner distribution will be by the 10<sup>th</sup> of each month rather than the end of each month.
  - Home Warranty:** Facilitate home warranty claims.
  - FTB:** State withholding tax for non-resident.
- d) **Advance for actual expenses (not a fee):** \$500 ( or \_\_\_\_\_) toward actual expenses to prepare the Property for marketing and for advertising. Owner understands that the locks will be re-keyed, the house will be cleaned as needed, and the carpets will be professionally cleaned. The gas and electric service will be left/turned on and a gardener will be hired to maintain the yard until the Property is rented. Any unused portion of this advance will be refunded to the Owner with the first month's rent. Advertising is a flat fee of \$250.00.
- e) **Reserve account:** ZERO. ( or \_\_\_\_\_) The minimum balance left in the Owner's trust account at all times.
- f) **Lease renewal fee:** \$200. This is earned when the Agent procures an executed extension of the term of the Lease.
- g) **Annual inspection fee:** FREE. (this is a written interior/exterior inspection and the Owner receives a copy) Drive by inspections are free. City / County required inspections are included in the management fee percentage. Owner requested interior/exterior inspections in addition to the annual inspections may be billed to Owner at \$100 per inspection). Aerial photography \$40 fee.
- h) **Services exceeding normal management:** In the event that the Owner shall request the Agent to undertake work exceeding that usual to normal management, then a fee shall be agreed upon for such services and paid before the work begins. Normal management does not include arranging or performing the following: sales work, showings, appraisal, structural pest report and work, lender required work, modernization, refinancing, fire restoration, flood restoration, room addition, major remodeling/updating major rehabilitation, obtaining income tax advice, presenting petitions to planning or zoning committees, advising on proposed new construction or other counseling, mediation with existing tenants, negotiating or mediating disputes or shared costs with neighbors, HomeOwner Associations, and Home Warranty Company.
  - i) \$500 to negotiate with the tenant an Agreement to allow the Property to be marketed for sale, and cooperate with the sale and escrow process (overriding Paragraph 14). This fee is waived when John Tiner is the Listing Agent.
  - j) If/when applicable, assignment of lease, return check, late payment, bank credits or credit card points/credits and/or application fees collected, are paid to Tiner Properties, Inc.
  - k) Agent shall on behalf of Owner, hire, supervise, and discharge all independent contractors required for the maintenance and operation of Owner's Property. In consideration of these additional management services provided, Agent shall be entitled to receive in addition to the monthly management or rental fee, and as additional compensation for its services, credits for volume discounts allowed or provided by independent contractors not to exceed 10%, which credits shall be retained as additional compensation by Agent. Owner shall be charged and shall pay the independent contractors retail charges as invoiced by the independent contractor, with Agent retaining any credits or volume discounts as additional compensation. Agent shall not be responsible for the acts, defaults, or negligence of the independent contractors.
  - l) If the termination of this contract by Owner is given when less than six months of management fee has been collected, a cancellation fee of \$500.00 shall be owed to Agent.
  - m) These fees and terms may be modified automatically by giving Owner 60 – Day Notice of the modification. In the event Owner does not accept the modification, this Agreement shall terminate.

n) **Eviction Protection:** In the event any Renter procured by TINER PROPERTIES, Inc. under any Lease or Month-to-month Agreement shall default in the payment of rent, or default on any other material provision of such lease, or shall hold over in possession for longer than the lease term stated in any such lease, TINER PROPERTIES, Inc. shall have the right and sole discretion to institute legal proceedings for eviction, unlawful detainer or other civil action against such Renter, and all other persons occupying the Property, in Owner's name, place and stead. Included in this Agreement is TINER PROPERTIES, Inc.'s **Eviction Protection:** Up to \$1500.00 in the aggregate for all Notice and Appearance Fees, attorney fees, court costs, and legal costs; except that TINER PROPERTIES, Inc. shall not be responsible for any such costs or fees in the event either (a) that such Renter shall demand jury trial, or (b) that such Renter shall make a counterclaim against Owner. This paragraph only applies when Eviction Protection is checked in paragraph 15c.

16. IMMEDIATE REPAIRS NEEDED TO MARKET PROPERTY FOR RENT: Owner understands repairs may need to be completed in order to best prepare and market the Property for rent. **Locks are always re-keyed** between occupants unless the Owner gives Tiner Properties, Inc. written notification not to do so. When the Owner elects not to re-key for any reason, the Owner understands that this is against the advice of Tiner Properties, Inc., and leaves the Owner vulnerable to charges of gross negligence in the event of a future crime at the property.

## 17. DISPUTE RESOLUTION:

(a) **Mediation.** Owner and Agent agree to mediate any dispute, claim or controversy arising between them regarding the terms of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to Paragraph 17(b)-2. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

(b) **Arbitration of Disputes.**

1. **Arbitration.** Owner and Agent agree that any dispute, claim or controversy arising between them regarding the terms of this Agreement which is not settled by mediation, shall be decided by neutral, binding arbitration, including and subject to Paragraph 17(b)-2. The arbitrator shall be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. The parties covenant that they will participate in the proceedings in good faith, and that they will share equally in its costs, including, without limitation, the arbitrator's fees, provided that each party shall bear its own attorneys' fees in connection with any arbitration. The provisions of this paragraph may be enforced by any court of competent jurisdiction, and, in the event that the arbitration process continues through and including final determination of liability in accordance with this provision, the prevailing party shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered. Judgment upon the award of the arbitrator(s) may be entered in any court of competent jurisdiction. Interpretation of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

2. **Exclusions from Mediation and Arbitration.** The following matters are excluded from mediation and arbitration hereunder: (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 California 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 of the mediation and arbitration provisions hereof.

3. **NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PROPERTY MANAGEMENT AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**We have read and understand the foregoing and agree to submission of all disputes, claims or controversies arising out of or relating to this Agreement to neutral arbitration in accordance with this Agreement.**

Owner's initials

Agent's initials

18. GENERAL PROVISIONS: Every term herein contained shall be deemed a condition hereof. Waiver by Agent of any term of this Agreement shall not constitute a waiver of subsequent terms. No oral Agreements have been entered into between Owner and Agent. These terms may be modified by Tiner Properties by providing Owner 60 day notice of modification.

19. SUCCESSION: This Agreement shall be binding upon the successors and/or assignees of the Agent, and the heirs, administrators, executors, successors and assignees of the Owner.

20. NOTICE: If it shall become necessary for Agent or Owner to give notice of any kind, the same shall be written and served by sending such notice by regular mail.

21. OTHER: \_\_\_\_\_

22. Initial onboarding/setup fee: N/A or ( \_\_\_\_\_ ).

23. ATTACHMENTS: (When checked, become part of this Management Agreement):

W-9  FTB Withholding Tax Addendum  AB 12 Addendum

24. APPROVED CONTACT / DECISION MAKER: Owner authorizes - Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_  
to approve all management decisions.

25. GENERAL: Tiner Properties, Inc. is a full service property management and real estate company. We manage residential properties, and list and sell properties for both buyers and sellers.

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**Owner's signature hereon constitutes Owner's acceptance of the terms hereof. The undersigned acknowledges that they have read and understand this Agreement, and have received copies hereof.**

**OWNER SIGNATURE(S)**

(Signature) (Print)

(Signature) (Print)

Owner Email: \_\_\_\_\_

Owner Email: \_\_\_\_\_

Owner Phone (first choice): \_\_\_\_\_

Cell  Home  Work  Other: \_\_\_\_\_

Owner Phone (second choice): \_\_\_\_\_

Cell  Home  Work  Other: \_\_\_\_\_

Preferred method of contact:  Email  Call  Text

**AGENT SIGNATURE:**

(Signature) (Print)

Tiner Properties, Inc., a California Corporation

6837 Fair Oaks Blvd. Carmichael, CA 95608

Phone: 916-974-6000 \* Fax: 916-672-0292

Web Page: [tiner.com](http://tiner.com) \* Lic #: 01515135

Property Manager: \_\_\_\_\_

Manager Email: \_\_\_\_\_@tiner.com

Manager phone: \_\_\_\_\_

**OWNER SUPPLIED INFORMATION (Please fill out completely and verify all information provided):**

Referred By: \_\_\_\_\_

Is referring person a RE Agent?  Yes  No

Trash Day: \_\_\_\_\_ Mailbox#: \_\_\_\_\_

Utility Info: \_\_\_\_\_

Pet Rent/Deposit/Policy: \_\_\_\_\_

Special Repair Requests: \_\_\_\_\_

Home Warranty: \_\_\_\_\_

Home Warranty Phone #: \_\_\_\_\_

Gardener Info: \_\_\_\_\_

Current Tenant Names Ph: \_\_\_\_\_

HOA Information: \_\_\_\_\_

Gate Codes/Lock Combinations/Parking Space#/Etc: \_\_\_\_\_

Alarm Info (Entry/Exit Codes): \_\_\_\_\_

Other: \_\_\_\_\_

**Required Disclosure:** Has there been a death in the home in the

past 3 years?  yes  no

**OWNER'S START-UP CHECKLIST**

- Keys provided
- Garage/Gate Transmitters provided
- W-9, 590 Waiver, and State Withholding Addendum
- Property Mgmt Agreement complete/signed
- Owner Contribution (see paragraph 15-d)
- CC&Rs/HOA rules & regulations/Pool rules provided
- Liability Insurance Policy naming Tiner Properties, Inc. as additional insured

Revised 12/2025