



922 THIRD ST. NW ALBUQUERQUE, NM 87102 OFFICE 505-323-2104 FAX 505-323-2105

Dear Property Owner:

Thank you for considering Tyson Properties Inc. to manage your rental property. Tyson Properties Inc. is under the direct supervision of Bob Huneycutt, the Qualifying Broker, Georgia Huneycutt and Janessa Parra, who are the members of our management team. Our objective is to maintain and enhance your property's value by selecting responsible tenants, and efficiently handling needed repairs and preventative maintenance. The Albuquerque rental market is still very active. You should expect your home to be rented within thirty to sixty days.

Enclosed are several property management forms and procedures for your review. To ensure a smooth transition into property management it is necessary to make sure your utilities are currently on and that they have been placed in your name. It is critical that you call the City of Albuquerque at 505-768-2800 or Rio Rancho at 505-891-5020 to place water in your name. If your water gets turned off, it could result in the loss of lawn or shrubs. You should also call the Public Utility Company of New Mexico (PNM) at 505-246-5700 to have the electricity placed in your name and the NM Gas Company at 1-888-664-2726 to have the gas placed in your name. If your electricity or gas is cut off, it could result in reconnect charges and/or frozen water pipes due to lack of heat during a very cold winter night. Once the property is under management, Tyson Properties will place the utilities into Landlord Tenant Standby, however, it is the owner's responsibility to make sure utilities are placed under the owner's name before Tyson Properties starts managing the property.

We screen applicants by having them complete a rental application, running a credit report, checking local civil court records, verifying employment and checking their rental history. A walk-through is completed using a Move In/Move Out checklist when tenants move in or move out of the property. This insures that the property is left in the same condition as it was when the tenants moved in, less normal wear and tear.

If you plan on installing a refrigerator, washer or dryer please let your assigned property manager know as soon as possible. As soon as you decide your course of action, you need to immediately send the funds required to purchase the appliances to Tyson Properties or make arrangements yourself to buy them from a local appliance store. We will expect the property to come to us in a move-in ready condition and be ready for us to start advertising. If you need any minor repairs or cleaning prior to occupancy, please note, we may charge an additional coordination fee to coordinate this work on your behalf. If additional funds are required, nothing will be purchased, repaired, or cleaned until the funds to complete the job have arrived in our office. Any delay in receiving the funds could delay your home being advertised in a timely manner or could delay a tenancy if a qualified tenant has been found.

To bring your property into active inventory we need to have four items in our office. We must have a completed management contract with W9 attached (this is included in our Management Agreement), the initial escrow which is your money (\$900), plus a working key to your property. You will be required to maintain a \$900 escrow each month for the first year. After one year with Tyson Properties, any funds over \$400 in your escrow account will be returned to you on your rental check. We cannot advertise the property until these four items are in our office. Our Property Managers are dedicated to the successful management of your property. We process all transactions involving your property, maintain computer records that reflect all income and expenses, and we provide you with a monthly online owner's statement.

We always value feedback from all of our clients and will send you periodic surveys to ensure that we are meeting your needs and to find out if there are any areas of our business that may need improvement. In addition to this, we would like to know some initial information from you. Please fill-in where you heard about our company _____ and who you spoke with in our company prior to completing your management agreement _____. Thank you for your feedback.

Please mail one check payable to Tyson Properties for \$900.00

We look forward to working with you in the future.

Sincerely,

Bob Huneycutt, Qualifying Broker



REALTORS® ASSOCIATION OF NEW MEXICO BROKER DUTIES – 2014 PART I – BROKER DUTIES

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following Brokerage relationships are available in the State of New Mexico: 1) Transaction Broker, 2) exclusive agency, and 3) dual agency (see RANM Form 1401, p.2).

Before to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective Tenant, seller, landlord or Tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers.

- A. Honesty and reasonable care as set forth in the provisions of this sections;
- B. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
- C. Performance of any and all written agreements made with the Customer or Client;
- D. Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including 1) Presentation of all offers or counter-offers in a timely manner, and 2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;

If the Broker in a Transaction is not providing the service, advice or assistance described in paragraphs D1 and D2, the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose the existence of such agreement in writing to the other Brokers involved in the Transaction;

- E. Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
- F. Prompt accounting for all money or property received by the Broker;
- G. Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to:
 - 1. Any written brokerage relationship the broker has with any other parties to the transaction or;
 - 2. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 - 3. Other brokerage relationship options available in New Mexico;
- H. Written disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act;
- I. Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required law;
- J. Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the Transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Tenant Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller client or Customer or their Tenant client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

**REALTORS® ASSOCIATION OF NEW MEXICO
BROKER DUTIES - 2014**

Effective January 1, 2007, the New Mexico Real Estate Commission requires the disclosure of the following brokerage relationships (as quoted from 16.61.19.9 NMAC, 1-1-2004):

16.61.19.9 BROKERAGE RELATIONSHIPS: Brokerages working with consumers either as customers or clients may do so through a variety of brokerage relationships. These relationships include but are not limited to an exclusive agency relationship, a dual agency relationship, or a transaction broker relationship. For all regulated real estate transactions, a buyer, seller, landlord or tenant may enter into an express written agreement to become a client of a brokerage without creating an agency relationship, and no agency duties will be imposed.

A. Exclusive agency: an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and subagency agreements.

B. Dual agency: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.

C. Transaction Broker: The non-fiduciary relationship created by Broker: 61.29.2A14 NMSA 1978, wherein a brokerage provides real estate services without entering into an agency relationship.

Owner Signature: _____ Date: _____ Time: _____

Owner Signature: _____ Date: _____ Time: _____

Tyson Properties, Inc.
922 Third St., NW
Albuquerque, NM 87102
Tel: 505 323-2104 Fax: 505 323-2105

1. AGREEMENT

This AGREEMENT is made and entered this _____ day of _____, 20____, by and between _____ (hereinafter called Owner)

and Tyson Properties Inc., (hereinafter called Agent). Owner hereby appoints Agent as sole and exclusive Agent for Owner to manage the Premises described in paragraph 2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the management of the Premises. Owner warrants that Owner is the sole owner of the Premises, or has unconditional authority to execute this AGREEMENT on behalf of any Co-Owner and that the Premises is not subject to current legal action or foreclosure. Agent will work as a Transaction Broker only to the Tenant.

2. PROPERTY.

_____ Address _____ City _____ State _____ Zip _____
_____ County, New Mexico.

3. TERM. The term of this AGREEMENT will begin on _____, 20____ and will terminate _____, 20____
(Today's Date) (End of the month one year later)

Unless written notice of termination is given no later than 30 days prior to the end of the term set forth above, this AGREEMENT will automatically renew for a period of one (1) year and such renewals shall be ongoing upon the expiration of each term.

4. AGENT OBLIGATIONS.

A. RENT. Agent shall use all reasonable effort to keep the Premises rented by procuring tenants. Agent is authorized to negotiate, prepare and execute all leases, including renewals and extensions of leases, and to cancel or modify existing leases. Owner understands that Agent determines rental amounts in a competitive manner and consistent with other similar properties managed by Agent or in the vicinity of the Owner's property. If the Owner wishes to place the Premises on the market at a higher price than suggested by Agent, then the Owner understands securing a tenant in a timely manner will be impacted.

B. DEPOSIT FUNDS. Agent will deposit all collections in Agent's Property Management Trust Account, which shall be separate from Agent's personal and corporate accounts. This account will be maintained in a federally insured banking institution, but Agent shall not incur any liability for loss of trust funds due to bankruptcy or failure of the depository. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this AGREEMENT shall obligate Agent to advance funds on behalf of Owner. All funds will be dispersed electronically. If owner wants the rent check in written form and mailed, there is a \$5.00 handling fee per month.

C. ACCOUNT. Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises including Agent's compensation and expense reimbursements. Agent will render monthly statements of receipts, charges and expenses and send net rent to Owner within 12 days after rent is paid. All monthly statements will be available online, if an owner wants the statement in written form and mailed, there is a \$5.00 handling fee per month. In the event the disbursements and charges will be in excess of receipts, Owner agrees to pay such excess to Agent promptly before payments or disbursements will be paid. Agent will issue a Form1099 MISC or substitute 1099 Form to Owner in accordance with IRS regulations by January 31 the following year. Upon termination of this AGREEMENT, in accordance with New Mexico real estate license law, Agent shall provide a final accounting of Owner's account(s) to Owner within 60 days of the termination date.

5. OWNER GRANT OF AUTHORITY. Regarding management of the property, Owner hereby gives to Agent the authority to contract in Owner's name, and unless otherwise provided, at Owner's expense, and to:

A. ADVERTISE. Advertise the Property for lease using print ads, internet/websites, periodicals, brochures, displays, and display signs thereon, if permitted by a Homeowners' Association, or other such other means as Agent may deem proper. Owner agrees to reimburse Agent for all advertising costs. Advertising expenses may include direct costs for advertising Owner's property as well as a reasonable pro-rata share of general advertising by the Agent designed to collectively advertise all properties. Advertising will initially be paid from your escrow account. If notified that more funds are required, Owner will promptly send additional monies to avoid the property being taken off the market due to insufficient advertising funds.

B. PLACE TENANTS. Screen and qualify prospective residents within established office guidelines. Owner and Agent agree to follow all Federal, State and Local Fair Housing Laws. If Owner should at any time request Agent to disregard Fair Housing laws and/or Landlord/Tenant law, this contract will be terminated immediately and Owner will owe Tyson Properties the remainder of funds in the Owner's escrow account or \$500, whichever is greater.

Once a qualified tenant has been approved, Tyson will perform a criminal background check on the qualified tenant. This criminal check will cost the owner \$30.00 per adult applicant listed on the lease. Owner and Agent agree that the Owner will not make any contact with the Tenant placed in the home. Any Owner contact with the Tenant will be a breach of contract.

C. MAINTAIN AND REPAIR.

(1) Coordinate all ordinary repairs, replacements and preventive maintenance necessary to preserve the Property in its present condition and for its operating efficiency, and make all alterations required to comply with the rental AGREEMENTS, applicable housing code or as required by law.

(2) Negotiate contracts for items not exceeding \$500.00 per work order, and to enter into AGREEMENTS on behalf of Owner for all necessary repairs, maintenance, minor alterations, utility services, and to pay all bills from the trust account provided account funds are available.

(3) Engage and discharge other persons or firms to perform services or improvements to the Property. All repairs are to only be completed by licensed and insured Vendors that are approved by the Agent. Repairs conducted by the Owner or a relative of the Owner will not be allowed.

(4) Owner specifically authorizes the following maintenance and repair work at Owner's expense where applicable. This list does not represent all work that will be performed at the property and does not limit the authority granted in Owner Grant of Authority above.

- a. Twice yearly conversion and maintenance of the heating and cooling systems.
- b. Provide a one-time pest control service for each new resident, upon request.
- c. Installation of smoke detectors so as to comply with Albuquerque city ordinance.
- d. Re-keying of all exterior doors prior to each new resident taking possession.
- e. Installation of fire extinguishers on each floor of the dwelling and inspection and refilling of fire extinguishers are necessary.

(5) Contact Home Warranty Company on owner's behalf for needed repairs if under a current Home Warranty contract. Owner must provide Tyson Properties, Inc with a complete copy of the Home Warranty Policy before any repairs can be scheduled.

(6) Tyson Properties will not manage a property with any pool of water, such as a pool, hot tub or pond, unless the Home Owner carries \$2 million in insurance coverage and lists Tyson Properties as an additional insured on the contract. A copy of the insurance policy must be provided up front.

A mid-lease term assessment will be performed at a cost of \$150 to owner. This risk management assessment and preventive maintenance assessment will be in detail and include assessment of safety locks, CO 2 and smoke detectors operations, furnace filters, fuse boxes, etc. A check for all plumbing leaks under sinks, tubs, drains etc will be completed so as to hopefully detect any leaks that could result in future damage if not discovered timely. A detailed checklist will be completed listing all items assessed and a formal report with pictures will be sent to the Owner. A roof inspection will not be included. This assessment does not provide or imply any warranties. This assessment will be done annually on long term leases.

6. UTILITIES/MORTGAGES/HOA/TAXES Owner is responsible for placing the utilities into their name at closing or prior to placing it under Agent's management. Owner is responsible for payment of all utilities when the property is not occupied. Tenant is responsible when the property is occupied. At no time is Agent responsible for the payment of utilities. Owner agrees to set up Landlord/Tenant Standby services with the utility companies in the name of the Owner but in care of Agent using Agent's mailing address. Owner is solely responsible for paying property's mortgage, taxes, and HOA dues and fines.

7. RECOVER POSSESSION. Institute and prosecute actions to the extent permitted by law to terminate tenancies, and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions for the benefit of and at the expense of the Owner, to evict tenants and recover possession of the property; to recover, in the name of the Owner, rents and other sums due; and when expedient, to settle, compromise and release such actions or suits or reinstate such tenancies. Owner agrees that Agent is not responsible for the collection of delinquent accounts. Agent assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property. Agent assumes no responsibility or management of personal property left by Owner at Premises.

8. COMPENSATION.

A. In return for renting and managing the Property, Owner agrees to pay Agent eleven percent (11%) of the monthly rent plus applicable New Mexico gross receipt taxes in the following manner: Agent will deduct commission from rent collected. In order to minimize fees charged to the Owner, Agent may collect and retain any and all of the following fees or charges; NSF fees, late fees, early termination fees or other administrative fees or charges that are incurred by the Tenant. Any and all fees or charges due to the Agent from the Tenant cannot be waived by the Owner.

B. Tyson Properties does not have a startup fee or recurring placement fee. However, in the event the Owner decides to cancel this agreement after Agent has initially inspected the property and before the Agent has secured a Tenant, there will be a termination fee of \$250. This does not include advertising costs that may have also been incurred.

C. At the discretion of Agent, any balance of the Owner's account due and owing to Agent and not paid within 10 days of constructive notice will accrue interest at Eighteen percent (18%) per annum, however, not less than Twenty Five Dollars (\$25) per month until paid in full to Agent.

D. Normal property management services do not include showing your property to other real estate Agents, inspectors, appraisers or prospective buyers if your property is listed for sale with another agency. MLS lockboxes and For Sale signs are not allowed on Properties managed by Tyson Properties that have a valid active lease due to risk management of wrongful entry claims.

E. If owner uses Tyson's agents to sell their property, Tyson's agents will meet other real estate agents, inspectors, appraisers or prospective buyers on behalf of the owner, even though tenants are in occupancy.

9. HOLD HARMLESS CLAUSE. Owner shall hold Agent, Agent's employees, subcontractors, subAgents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property and from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Agent also will not be liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereunder, except in the case of willful misconduct or gross negligence.

A. Agent shall not be liable for any willful neglect, abuse, or damage to the Premises by tenants, vandals, or others nor loss or damage to any personal property of Owner. Agent is not responsible for any furniture or other personal property located at the property, nor for any acts or omissions of residents or others causing harm or loss to the property or owner.

B. If at any time during or after the term of this AGREEMENT, the Premises is found to be contaminated with hazardous waste, Owner agrees to indemnify and hold Agent harmless from all claims, demands, actions, liabilities, costs, expenses, damages, and obligation of any nature arising from or as a result of said hazardous waste. The forgoing indemnification shall survive the termination or expiration of the AGREEMENT.

C. Owner agrees to indemnify, defend and hold Agent harmless from all claims, investigations and lawsuits by third parties related to the Premises, and the management and leasing, whether occurring during the term of this AGREEMENT or after its termination, and from any claim or liability for damage to property, or injuries or death of any person.

D. It is expressly agreed and understood that all persons employed in connection with the Premises are employees of the Owner not the Agent. The Owner's obligation under this section shall include the payments of all costs, expenses, suits, claims, settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay, court costs, litigation expense, worker's compensation claims, and attorney fees.

10. INSURANCE. Owner will carry, at Owner's expense, necessary fire and extended coverage, and public liability insurance in an amount determined by Owner adequate to protect the interest of Owner and Tyson Properties Inc, and must be named as additional insured on owner's policy. Owner must submit copies of insurance policy to Agent on demand.

11. LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, you must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

 I certify that the house was built before 1978 or after 1978 (Choose one).
Owner(s) Initials

If your house was built after 1978, please skip to item number 12.

Owner's Disclosure:

A. Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):

(a) Known lead-based paint and/or lead-based paint hazards are present in the housing.

(b) Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor (check (a) or (b) below):

(a) Owner has provided the Owner's Agent with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(b) Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Owner's Agent Acknowledgement:

C. _____ Owner's Agent has informed Owner of Owner's obligations under 42 U.S.C 4852 (D) and is aware of his responsibility to ensure compliance.

12. COMPLIANCE WITH LAWS. Owner and Agent shall comply with all laws, ordinances, and regulation governing the Property and the rental AGREEMENTS with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibit discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation). The Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

13. DEPOSITS: REFUND.

A. All deposits requested from tenants and required by their rental AGREEMENTS must conform to the limits imposed by the Uniform Owner Resident Relations Act and the Federal Fair Housing Act.

B. During the term of this AGREEMENT, deposits will be held by Tyson Properties, Inc. in a Property Management Trust Account. If Agent holds the deposits, the rental AGREEMENTS between Owner and tenants must expressly allow Agent to deliver deposits to Owner at the termination of this AGREEMENT.

C. All Deposits shall be accounted for and returned to tenants as required by the Uniform Owner Resident Relations Act and the rental AGREEMENTS. Deposits held by Agent cannot be applied to repairs or other costs during the term of the rental AGREEMENT. Agent will deliver deposits to Owner upon termination of this AGREEMENT.

14. PROPERTY INVENTORY/CONDITION. Owner will provide Agent with a written inventory list of any personal property left at the Premises. Agent's AGREEMENT to manage the Property is contingent on Agent's satisfaction with the condition of the Property, which shall be determined by inspection subject to Agent's sole discretion.

15. NORMAL WEAR AND TEAR. Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the Premises or contents by the tenants, their family, or their guests. For the purpose of this AGREEMENT, Agent will consider the following items as normal wear and tear: (small nail holes used to hang pictures, minor spot painting between tenants, traffic wear in carpet, worn toilet seats, re-keying of replacement of worn locks, minor scuffing of hardwood floors, sometimes minor cleaning between tenants, blind replacements due to sun damage, paint peeling or flaking, caulking repair or any other preventive maintenance.

16. ATTORNEYS' FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this AGREEMENT, any award of damages shall include costs and reasonable attorneys' fees.

17. MISCELLANEOUS. "Delivered" means personally delivered, delivered by facsimile, mailed postage prepaid or by any method where there is evidence of receipt. Time is of the essence of this AGREEMENT. This AGREEMENT represents the entire AGREEMENT of the parties and supersedes all prior AGREEMENTS or representations that are not expressly set forth in this AGREEMENT.

18. BINDING EFFECT. Should any section or any part of any section of this AGREEMENT be rendered void, invalid, or enforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this AGREEMENT.

19. TERMINATION. This AGREEMENT may be terminated up on thirty (30) days written notice by either party. In the event of termination of the AGREEMENT by Owner for any reason other than gross negligence, Owner agrees to compensate Agent at the rate of fifty percent (50%) of the total commission due for the current term on any lease in effect on the effective date of such termination. Should Agent terminate this AGREEMENT, Agent shall be entitled to no commission following the effective date of termination. All provisions of this AGREEMENT that require the Owner to have insured or to defend, reimburse, or indemnify the Agent shall survive any termination and, if Agent is or becomes involved in any proceeding or litigation by reason of having been the Owner's Agent, such provisions shall apply as if this AGREEMENT were still in effect.

20. EFFECT OF TERMINATION. Termination of this AGREEMENT shall simultaneously release both Owner and Agent from their future responsibilities hereunder as of the effective date of such termination. Termination of this AGREEMENT shall not be deemed a waiver of any pre-existing right of either party nor of pre-existing breach, and shall not terminate or release any liability of Owner for any indemnity, based upon any facts existing prior to termination, whether or not asserted by Agent prior to termination.

21. MOVE-IN READY POLICY. A move-in ready home has new paint or paint that looks like new, carpets professionally cleaned, house professionally cleaned, all appliances and fixtures working properly, landscaping kept up and all personal items and trash removed from the property. Owner agrees to have the home in this move-in ready condition before advertising. If Agent is required to coordinate any of this work on behalf of the Owner prior to the initial marketing of the home, an additional coordination fee may apply.

22. EVICTION PROTECTION GUARANTEE

A. Agent agrees to pay all legal fees and court costs in connection with the filing and prosecution of an action for restitution (an "eviction") in any matter where lost rents exceed \$500.00. In those cases where lost rents are less than \$500, Agent will make reasonable demands for payment.

B. This guarantee applies to any resident placed in the property by Agent. It also applies to any resident not placed by Agent who has resided in the property under Agent's management for more than 180 days. The charge for this guarantee is four dollars (\$4.00) per month per home managed. Cost of collection, if any, shall be the responsibility of the owner.

C. This guarantee does not cover the costs of any appeal to the New Mexico District Court and Agent's responsibility for payment of attorney fees and costs shall end on the date of such appeal.

23. ADDITIONAL TERMS: (No Modifications Accepted)

A. Tenants will pay for the water in single family homes. However, under New Mexico law, the water bill will become a lien against the property if not paid by tenant. Water bill payments are the first item we check during our closeout to be deducted from tenant's deposit. The water bill may also be deducted from a rent payment during the lease term if found to be delinquent.

B. The Owner agrees to complete a PROPERTY SIGN UP SHEET, which will detail all instructions specifically given to the Agent, including but not limited to minimal acceptable rent, acceptable lease periods, pet restrictions, and all other instructions specifically given to the Agent to include any items under warranty. The Owner declares that all instructions to the Agent are contained on this form and authorizes the Agent to exercise his best judgment on all matters not specifically covered thereon.

C. This AGREEMENT may be assigned by Agent and shall be binding upon the successors and assigns of the Agent; and the heirs, administrators, executors, successors and assigns of Owner.

D. Agent does not provide yard services between tenancies. Yard care is considered to include but not limited to weeding of planters, trimming and edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of any automatic timers for sprinkler/irrigation system, or the removal of debris or animal feces or snow if the property is unoccupied. If yard service is required it will be scheduled to keep the property in showing condition.

E. If Owner has placed multiple properties with Agent, permission is granted to co-mingle funds among Owner's properties as long as separate accounting is maintained.

F. Owner agrees to maintain a balance of \$400 in Owner's trust account which should be sufficient to cover most minor maintenance and other expenses such as advertising. Other costs to get the house ready (cleaning, repairs, deliveries, etc.) will be paid by the owner with additional funds if required and will be required in advance of any work being scheduled or completed.

G. Owner does hereby authorize Agent to place a lockbox on the Property to be used in connection with the maintenance, inspection, showing and leasing of the Property.

AGENT

Tyson Properties, Inc
Property Management Company

Licensee is is not a REALTOR®

By (Print) _____

Signature _____ Date _____

922 Third St., NW Albuquerque NM 87102
Address City State Zip Code

(505) 323-2104 (505) 323-2105
Business Phone Fax

OWNER

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Owner Names (Print) _____

Owner Mailing Address _____ City _____ State _____ Zip Code _____

() _____ () _____ () _____
Home Phone Business Phone FAX

Cell Phone _____

Email _____

Emergency Contact if all else fails _____

PROPERTY SIGN UP SHEET

922 Third St NW Albuquerque, New Mexico 87102
505-323-2104, Fax 505-323-2105

*Please note that we cannot activate your account until we receive \$400 for your escrow account (One check for \$400 payable to Tyson Properties.)

To ensure that your home is advertised correctly and in a timely manner, please answer the questionnaire as completely as possible. Once you have completed this information please fax it to our office. Call us if you have any questions. In most cases, we cannot begin promoting your property until we receive this completed specification sheet on your rental property

Property Address _____

City _____ Zip Code _____

Owner's Name _____

Email _____

Phone _____

Name of Subdivision _____

Name of Builder (if known) _____

Name of person and telephone # that will contact us with keys and garage door openers

Directions to the property _____

Is this property currently occupied? Yes [] No []

If So, When will it be vacant? _____

Is your property currently listed for sale? Yes [] No []

If so, please give us your Realtor's name and contact info:

We will only advertise your home when we have the contract, keys and funds and the home vacant and in market ready condition.

What amenities make your property unique or adds value

Is there a home owners association? Yes [] No []

Name & Number of HOA: _____

Special instructions to Agent for repairs _____

Who will care for yard when it is vacant? _____

Are Pets okay? No [] Yes [] (if yes, complete below)

Do you want to allow: Cats only [] or Dogs only []

Or Owner approval only [] *Our pet deposit is \$300 per pet

Smoking: Tyson Properties has a NO smoking policy.

Tenants will pay all utilities unless you state otherwise

Desired rent _____ Min rent _____

Authorize electronic statements or payments? Yes [] No []
Please provide voided check for routing/account numbers

HOME SPECIFICATIONS

Single Family [] Townhouse [] or Condo [] Stories: 1 [] or 2 []

Square footage _____ Garage: 1 [] or 2 [] Carport []

Exterior construction: Brick [] Stucco [] Siding [] Stone []

of living areas _____ # of fireplaces _____ Gas [] or Wood []

of Bedrooms _____ # of baths: ___ Full ___ 1/2 ___ 3/4

Laundry room: Yes [] No [] Washer/Dryer: Yes [] No [] Hookups []

Refrigerator: Yes [] No [] Range: Electric [] or Gas []

Garbage disposal: Yes [] No [] Microwave: Yes [] No []

Dishwasher: Yes [] No [] Other: _____

Garage Door Opener: Yes [] # of remotes _____ No []

Air Conditioning: Refrigerated [] or Evaporative []

Heating: Gas [] Electric [] Baseboard []

Front Yard: Desert [] Grass [] or None []

Backyard: Desert [] Grass [] or None []

Sprinklers: Front [] Back [] Manual [] Automatic []

Open Patio [] or Covered [] Deck: Yes [] No []

RV Parking: Yes [] No []

WARRANTIES: (required)

Which items?

Which Company?

Date Started?

Owner declares that all instructions to Agent are contained on this form and authorizes Agent to exercise his/her best judgment on all matters not specifically covered herein.

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Agent _____

PNM
Attention: Landlord Standby Department
Alvarado Square M/S 2594
Albuquerque, NM 87158
Phone: (505) 246-5700
FAX (505) 246-5770



**LANDLORD STANDBY
PNM AUTHORIZATION OF 2ND PARTY**

I _____ said owner(s) of the property located at
(Please Print)

(Street number and name also include all units associated with said property(ies).)

_____, _____ (City) _____ (State) _____ (Zip Code)

Give authorization to **Tyson Properties, Inc**
(Name of Representative/Agent/Management Company)

to handle my PNM electric account(s) on my behalf.

Name of Representative and/or Company **Tyson Properties, Inc**

Mailing address **922 Third St. NW**

City **Albuquerque** State **NM** Zip Code **87102**

Phone number **(505) 323-2104** Fax number **(505) 323-2105**

Email address (if applicable) **janessa@tysonprop.com**

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

Signature of Owner

Second Owner Signature
(if applicable)

(Representative and/or Acting Agent)
(please print)

(Signature of Representative and/or Acting Agent)

NMGC
Attention: Landlord Standby Department
PO Box 97500
Albuquerque, NM 87199-7500
Phone: (888) 664-2726



**LANDLORD STANDBY
NMGC AUTHORIZATION OF 2ND PARTY**

I _____ said owner(s) of the property located at
(Please Print)

(Street number and name also include all units associated with said property(ies).)

_____ (City), _____ (State) _____ (Zip Code)

Give authorization to _____ **Tyson Properties, Inc** _____
(Name of Representative/Agent/Management Company)

to handle my NMGC gas account(s) on my behalf.

Name of Representative and/or Company _____ **Tyson Properties, Inc** _____

Mailing address _____ **922 Third St NW** _____

City _____ **Albuquerque** _____ State _____ **NM** _____ Zip Code _____ **87102** _____

Phone number _____ **505-323-2104** _____ Fax number _____ **505-323-2105** _____

Email address (if applicable) _____ **janessa@tysonprop.com** _____

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

Signature of Owner

Second Owner Signature
(if applicable)

(Representative and/or Acting Agent)
(please print)

(Signature of Representative and/or Acting Agent)



**TYSON PROPERTIES INC.
DIRECT DEPOSIT AUTHORIZATION**

This authorizes Tyson Properties Inc. (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

Enroll

Change

Terminate

Account Information

Type: **Checking Account Only**

Bank Name

Branch

City

State

Bank Routing # (ABA#)

Account #

ATTACH VOIDED CHECK HERE

I do not wish to participate in direct deposit at this time.

This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Signature

Date

Printed Name

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
Employer identification number	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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