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RENTAL MANAGEMENT AGREEMENT

1. AGREEMENT
1.1THIS AGREEMENT is made and entered into thisday of,, by and between (hereafter
called "OWNER") and EMPIRE PROPERTY SOLUTIONS, LLC. (hereafter called "AGENT").
2. APPOINTMENT OF AGENT
2.1 OWNER hereby appoints AGENT as sole and exclusive AGENT OF OWNER to manage the
PREMISES desc <mark>ribed in p</mark> aragra <mark>ph 2.2 up</mark> on the terms and conditions provided herein.
AGENT accepts the appointment and agrees to furnish the services of its organization for
the management of PREMISES.
2.2 The property(s) (hereafter called PREMISES) managed by AGENT under this AGREEMENT
is/are located at
, Idaho, and the OWNER affirms that the PREMISES is/are not subject to current legal action or foreclosure.
2.3 This AGREEMENT will commence on theday of
,, and shall be in effect for one year and
continue on this anniversary date from year to year. Either party may terminate this
AGREEMENT, subject to the provisions of paragraph 20.1 herein.
2.4 The OWNER(s) is/are: () individual(s) () estate () corporation () limited liability company (LLC) () trust () partnership () limited partnership (LLP), entity, which
was chartered or created in (State) on
(Date). The individual signing this agreement as/for
the OWNER represents and warrants to AGENT that he/she has unconditional authority
to bind OWNER to this AGREEMENT, to act for OWNER, and is acting under his/her
OWNER Initials () ()



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capacity as	for the
OWNER. Any Entity type OWNER shall notify AGENT of any changes to w	ho may act as
a representative on their hehalf under this AGREEMENT	

- 2.5 OWNER authorizes AGENT to contract for services to include but not limited to; water, sewer, garbage, gas, electric, irrigation, yard care, maintenance agreements and coin operated washer and dryers. OWNER agrees to assume or maintain the obligation of any contracts entered to prior to and during this agreement.
- 2.6 OWNER agrees not to deal or negotiate with any tenant of the PREMISES concerning any matter related to the management or leasing of the PREMISES and shall refer all such dealings to AGENT.

3. ACCOUNTING

- 3.1 AGENT shall collect all rents, charges, fees and other amounts receivable on OWNER's behalf in connection with the management of the PREMISES. Such receipts shall be deposited in the Operating Account maintained by the AGENT and credited to the OWNERS balance. OWNER authorizes AGENT to receive payments payable to the AGENT and endorse any checks drawn to the order of OWNER for deposit to AGENT's Operating Account. AGENT shall utilize its Operating Account for the deposits of receipts and collections as described herein. Funds in the account shall remain the property of OWNER, subject to disbursements of expenses by AGENT, as described in this AGREEMENT.
- 3.2 OWNER acknowledges that AGENT will not accept cash payments directly from TENANTS. For security and documentation purposes, any cash payments must be deposited in person by a TENANT to the AGENT'S Operating Account during regular bank hours.
- 3.3 OWNER acknowledges that all interest amounts received by AGENT on any lease income, operating funds, security and other deposits, or any other amounts held in the Operating Account shall be retained by AGENT or as directed by the State of Idaho.
- 3.4 OWNER shall: (choose one)

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- 3.4.1 ()be responsible for the payment of all mortgages/notes, liens, property taxes, special assessments, Homeowner Association fees, any utilities remaining in their names, and premiums for casualty and liability insurance relating to the PREMISES, unless otherwise modified in writing with AGENT.
- 3.4.2 () arrange with AGENT for payment of all bills associated with the PREMESIS, under a separate "PAYMENT AUTHORIZATION SCHEDULE" to be made as an Addendum to this AGREEMENT.
- 3.4.3 () be responsible for the payment of all mortgages/notes, liens, property taxes, special assessments, Homeowner Association fees, and premiums for casualty and liability insurance relating to the PREMISES, unless otherwise modified in writing with AGENT, and will NOT be paying any of the utilities. OWNER agrees to set up Landlord Service Agreements with the utility companies in the OWNER's name but in care of AGENT using AGENT's mailing address. Agent will pay the monthly utilities from funds available in the OWNER'S account.
- 3.5 OWNER shall maintain a minimum account balance of \$500.00 (Five Hundred Dollars), per unit, at all times, in the AGENT's Operating Account.
- 3.6 From the Operating Account, AGENT is hereby authorized to pay or reimburse itself for all expenses and costs of operating the PREMISES, including AGENTS's compensation and expense reimbursements. AGENT'S funds shall be removed from the Operating Account and deposited to a separate AGENT account.
- 3.7 At the discretion of AGENT, any balance of the OWNERS account due and owing AGENT and not paid within 10 days of constructive notice will accrue interest at Eighteen percent (18%) per annum or Twenty Five Dollars (\$25) per month, whichever is higher, until paid in full. Mailing of monthly statement of income and expenses indicating a deficient OWNER balance shall be sufficient notice to OWNER of balance due (Idaho Code, Section 28-33-104)
- 3.8 OWNER agrees to keep all mortgages, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property, current and

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paid in full. Should AGENT become aware that a foreclosure action has been initiated against the PREMISES, OWNER authorizes AGENT to freeze all OWNER funds and suspend any further disbursements to OWNER. OWNER will have 30 days to correct and make all obligations current. Should OWNER fail to stop the foreclosure process, OWNER authorizes AGENT to release the TENANT from their rental agreement, including all future rental payments. AGENT is further authorized to deduct from OWNERS funds on deposit, all amounts due to AGENT and/or TENANT including, but not limited to, any refund of prorated rents, deposits, expenses, management fees and other fees as described within this AGREEMENT.

- 3.9 OWNER acknowledges and releases AGENT from any obligation to market the PREMESIS to potential TENANTS while the property is in any form of default that could result in foreclosure action against the PREMESIS.
- 3.10 AGENT shall charge a monthly breach of contract fee of fifty dollars (\$50) to OWNER in addition to regular management fees, while property is in default. These fees will accrue to the end of the current contract or until the foreclosure/default is cured, whichever comes first.
- 3.11 OWNER authorizes AGENT to collect and retain all charges, fees, returned checks fees, administration fees, and/or late fees from future, current or past tenants.
- 3.12 OWNER hereby agrees and authorizes EMPIRE PROPERTY SOLUTIONS, LLC to cease distributions for the following additional reasons: Upon mutual agreement to terminate this AGREEMENT, for repairs with cost estimates exceeding the reserve balance, or any other anticipated expenses that could cause OWNER's account balance to be negative.

4. REPORTS, NOTICES AND STATEMENTS

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4.1AGENT shall issue a monthly itemized statement to OWNER which will include an accounting of all income and expenses related to the PREMISES for the prior month.

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4.2AGENT shall issue a written notice to OWNER, of any AGENT inspections of the PREMESIS, of notices given to or received from TENANTS, or of any other matter AGENT deems appropriate.

- 4.30WNER shall notify AGENT within 24 hours of listing the PREMESIS for sale.

 OWNER authorizes AGENT to notify TENANTS of the intent to sell the property within 7 days of AGENTS receipt of notice from OWNER.
- 4.4AGENT shall, upon written authorization of OWNER, supply the Escrow Office handling the sale of the PREMESIS with a financial statement showing funds on deposit, rent payments paid and outstanding, and fees to be withheld by AGENT from funds in the OWERS account.

5. DEPOSITS

- 5.1 AGENT shall collect and retain all tenant deposits, such as security deposit, cleaning and damage deposits, pet deposits, cable/satellite deposits, and any other deposits in which AGENT deems necessary to collect from TENANT. All deposits will be retained in the operating account maintained by the AGENT. AGENT shall comply with all applicable state or local laws concerning the responsibility for security deposits.
- 5.2 OWNERS bringing occupied PREMESIS into this AGREEMENT agree to provide an accounting of all deposits and rent payments and to supply AGENT with secure matching funds no later than the time of execution of this AGREEMENT.
- 5.3 Should the PREMISES be sold or upon termination of the AGREEMENT, OWNER authorizes AGENT to deduct any outstanding fees owed by TENANT to AGENT from the deposits, prior to releasing these funds. (Idaho Code, Section 6-321)
- 5.4 Within 15 days of the end of this AGREEMENT, AGENT shall supply written notice to the TENANT that states: (a) this agreement will be ending, (b) the exact dollar amount of the funds on account, (c) contact information for the OWNER or OWERS's designee, and (d) who is responsible for accounting for and retuning the TENANTS deposits at the end of their Lease Agreement.

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- 5.5 Within 30 days of the end of this Agreement, AGENT will deliver to OWNER or the OWNER's designee, any funds held by AGENT under an effective lease of the PREMISES, less deductions authorized by this Agreement.
- 5.6 Any act of the AGENT that is in compliance with any portion of this AGREEMENT, OWNER will indemnify AGENT from any claim or loss from a tenant, for the return of a funds and shall survive the termination of this AGREEMENT.

6. LEASING AND RENTING

- 6.1 OWNER grants authority to AGENT, which AGENT may exercise when and to the extent AGENT determines to be in OWNER'S best interest, to act on behalf of the OWNER in interactions with existing and future TENANTS. During the term of this AGREEMENT, OWNER shall not authorize any other person to negotiate or act as rental AGENT with respect to any leases for the PREMISES.
- 6.2 AGENT shall use all reasonable effort to keep the PREMISES rented by procuring tenants for the PREMISES. AGENT is authorized to negotiate, prepare and execute all leases, including renewals, extensions and amendments of leases and to cancel and modify existing leases utilizing AGENT forms and agreements exclusively.
- 6.3 AGENT will make all decisions as to the rental amount. OWNER understands that the 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.
- 6.4 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 Laws, this contract will be terminated immediately and the management fees for the balance of this contract or \$500, whichever is greater, will be due immediately. (Idaho Code, Section 18-7303)
- 6.5 AGENT shall have authority on behalf of the OWNER to terminate any lease or rental agreements covering the PREMISES that are in default, to execute and serve such legal or other notices as the AGENT for the OWNER, for the purpose of evicting TENANTS in default and to recover possession of the PREMISES, to recover unpaid rents and other sums due from any TENANT to settle payment of rent more that five days in arrears.

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OWNER agrees that AGENT is not responsible for any ongoing collection attempts 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 (Idaho Code, Section 6-303, et. Seq.)

- 6.6 AGENT assumes no responsibility or management of personal property left by OWNER at PREMISES.
- 6.7 In the event the OWNER wishes to move back into their property, requiring the tenant to break their lease, the OWNER agrees to pay the termination fee on the tenant(s) behalf and reimburse the outgoing tenant(s) any prepaid rents and any reasonable expenses to have the tenants(s) vacate the property within specified time frame. All other contractual agreements are still in force.

7. ADVERTISING

- 7.1 AGENT is authorized to advertise, at OWNER'S expense, the PREMISES or portions thereof for rent, using print ads, periodicals, signs, brochures, internet/websites, displays, or such other means as AGENT may deem proper, advisable and reasonably competitive. AGENT is authorized to place signs on the PREMISES advertising the PREMISES for rent, including but not limited to interior and exterior photographic and audio-visual images of the PREMISESESE.
- 7.2 Advertising expenses may include direct costs for advertising the OWNERS PREMISES as well as a reasonable pro-rata share of general advertising by the AGENT which is designed to collectively benefit the OWNER'S PREMISES and other properties managed by AGENT.

8. PROPERTY SURVEYS

8.1 AGENT agrees to perform a minimum of 12 exterior surveys per year. Such survey will be performed on a random basis to ensure TENANT compliance on a regular basis.

OWNER can request an interior survey at anytime. AGENT shall perform interior surveys at its discretion or when deemed prudent by AGENT.

9. MAINTENANCE AND REPAIRS

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- 9.1 AGENT is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonable necessary to preserve and maintain the PREMISES in an attractive condition and in good state of repair for the operating efficiency of the PREMISES, and all alterations required complying with lease requirements, governmental regulations or insurance requirements. AGENT is also authorized to purchase or rent, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the PREMISES. Such maintenance expenses will be paid by the OWNER and through the OPERATING ACCOUNT. AGENT shall not be liable to OWNER for any act, omission, or breach of duty of such independent contractor or supplier.
- 9.2 At AGENT's discretion, a 10% fee of gross invoices for all labor and material arranged for and contracted by AGENT for remodeling, redecorating or repair of the PREMISES may be charged.
- 9.3 OWNER acknowledges that AGENT's business relationship with vendors may create certain benefits in the form of rebates, gratuities and/or discounts that AGENT may choose to pass along to OWNER.
- 9.4 OWNER approves AGENT to contract for Preventative Maintenance at the expense of the OWNER. The contractor will check all plumbing and plumbing fixtures, caulking, door stops, dryer vents, smoke and/or CO detectors, and furnace filters and make necessary repairs. AGENT agrees to back-charge TENANT for TENANT related expenses.
- 9.5 OWNER approves AGENT to hire contractors to repair, maintain, redecorate, or alter the PREMISES, provided that AGENT does not expend more than\$______, for any single repair or maintenance item, without prior notice to OWNER. Additionally, A/C, furnace, water heater, roof leaks and other urgent, emergency and /or "no option" repairs are exempt from the above stated amount.

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9.6 OWNER acknowledges that a turnover of TENANT(S) and the cost to clean and perform repairs to make the property "rent ready" can easily exceed the above stated dollar cap. AGENT shall supply OWNER with a move-out conditions report including photos and recommendations for repairs and cleaning and OWNER authorizes AGENT to proceed with those repairs and cleaning unless otherwise

directed by OWNER in writing in a timely fashion.

10. ACCESS TO PREMISES

10.1 AGENT is authorized to access the PREMISES for purposes contained in this AGREEMENT and to check-out keys, install key boxes, and discloses security codes to inspectors, appraisers, contractors, and TENANTS to enter the PREMISES. AGENT may duplicate keys and access devices at OWNER'S expense, to facilitate convenient and efficient showings of the PREMISES and to lease the PREMISES.

11. NORMAL WEAR AND TEAR DEFINED

- 11.1 Normal wear and tear means the deterioration that occurs based upon the used for which the PREMISIS is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the TENANTS, their family, or their guests.
- 11.2 For the purpose of this AGREEMENT, AGENT will consider the following items as normal wear and tear: Nail holes used to hang pictures, minor spot painting between TENANTS, traffic wear in carpet, carpet replacement after 5-7 years, scuffed hardwood floors, sometimes minor cleaning between TENANTS, worn toilet seats, re-keying or replacement of worn locks, window covering replacement due to sun damage or paint flaking, caulking or any other preventative maintenance (Idaho Code, Section 6-321).

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12. YARD CARE

- 12.1 AGENT does not provide yard care services. Notice of yard care responsibility can be included in the TENANT AGREEMENT and includes but is not limited, to weeding and trimming of planters and grass, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of any automatic timers for irrigation/sprinkler system, and the removal of garbage, debris and animal feces.
- 12.2 OWNER must indicate in writing who is to care for the yard: (choose one)

 12.2.1()TENANT shall be responsible for yard care

 12.2.2 () Contracted to:

 Name:
 Phone

13. LEAD PAINT DISCLOSURE

- 13.1 Housing built before 1978 can contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords and OWNERS must disclose the presence of known lead based paint (Idaho Code, Section 55-2504).
- 13.2 OWNER agrees to complete a separate Lead Based Paint Disclosure form which shall be added as an Addendum to this AGREEMENT.

14. MANAGEMENT SERVICES DO NOT INCLUDE

14.1 Normal property management does not include monthly internal property inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, refinancing, preparing PREMISES

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for sale or refinancing, supervising, and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice, advising on proposed new construction, debt collection, and counseling.

14.2 If OWNER desires AGENT to perform additional services not included in normal property management or specified above, a fee shall be agreed upon for these services before work begins.

15. LEGAL FEES

- 15.1 OWNER agrees to pay all expenses incurred by AGENT including without limitation, attorney's fees for counsel employed to represent AGENT or OWNER in any proceeding or suit involving an alleged violation by the AGENT or OWNER, or both, of any constitutional provision, statute, ordinance, law or regulation of any governmental body pertaining to fair employment, Federal Fair Housing, including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin, marital status, or mental or physical handicap; in the sale, rental or other disposition or housing or an services rendered in connection therewith, but nothing herein contained shall require the AGENT to employ counsel to represent the OWNER or himself in any such proceeding or suit. (Idaho Code, Section 12-120 and 12-121)
- 15.2 OWNER shall not hold AGENT liable for any error of judgment or mistake or law except in cases of willful misconduct or gross negligence.
- 15.3 If any legal action or proceeding be bought by either party to enforce any part of this AGREEMENT, the prevailing party shall recover in addition to all other relief, reasonable attorneys' fees and costs, but not to exceed \$750 (seven hundred fifty dollars). (Idaho Code, Section 12-120 and 12-121)

16.	INSURA	NCE: HOLD	HARLESS	S AND L	I ABI LI TY

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- 16.1 Nothing in this AGREEMENT contained shall be construed as rendering AGENT liable for any act, omission, or occurrence resulting from or in any manner arising out of the performance of AGENT'S duties and obligations hereunder, or the exercise by AGENT of any of the powers or authority herein or hereafter granted to AGENT by OWNER, or the use of any lease or rental agreement required by OWNER. At all times this AGREEMENT is in effect, OWNER, at OWNER'S expense, must maintain in full force and effect:
 - 16.1.1 Fire and extended coverage for all casualties and hazards customarily covered by casualty insurance in the State of Idaho for the full insurable value of the PREMISES, containing endorsements that contemplated the leasing of the property by OWNER and vacancies between terms (Idaho Code Section 41-2401)
 - 16.1.2Public liability insurance naming AGENT, EMPIRE PROPERTY

 SOLUTIONS, LLC as co-insured or additional insured. (Idaho Code,
 Section 41-2506 (I) (a)(i)
- 16.2 Within fifteen (15) days from the date of this AGREEMENT, OWNER must provide to AGENT a Certificate of Insurance, evidencing the required coverage. If the insurance coverage changes in manner or degree at any time this agreement is in effect, OWNER must provide AGENT a new Certificate of Insurance, evidencing any change within ten (10) days of the changes. (Idaho Code, Sections 41-1802 and 41-1824)
- 16.3 OWNER agrees to indemnify, defend and hold AGENT harmless from all claims, investigation, 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 of liability for damage to property, or injuries or death of any person.

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16.4 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.

16.5 If at any time during or after the term of this AGREEMENT, the PREMISES are 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 foregoing indemnification shall survive the termination or expiration of the AGREEMENT (Idaho Code, Section 9-505 (2))

17. AGENT'S COMPENSATION AND EXPENSES

17.1 AGENT's fe	ee shall be \$			monthly	/ or	% of the
monthly gross	receipts from	PREMISE	S, wh	ichever i	is the	greater amount.

- 17.2 AGENT shall charge a one time set up fee of \$250 per property.
- 17.3 AGENT will prepare 1099 forms for each PREMISES managed for OWNER, for a fee of \$10 per form.
- 17.4 OWNER agrees to reimburse AGENT each month during the term hereof for expenses directly attributable to OWNERS property. These expenses include, but are not limited to, advertising and legal fees.
- 17.5 Any time AGENT or AGENT's employee(s) expended in preparation for and attendance to court on OWNER's behalf will be billed at the rate of \$75 for each eviction or \$50 per hour for other litigation. OWNER and AGENT agree such charges will be paid by OWNER but charged to TENANT.
- 17.6 If AGENT manages multiple properties for OWNER OWNER authorizes AGENT

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18.	BIND	ING EFFE	СТ				
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18.1 This AGREEMENT shall be binding upon the parties hereto and their respective Personal Representatives, heirs, administrators, executors, successors and assigns. OWNER acknowledges receipt of a legible copy of this fully executed AGREEMENT. Effective date is subject to receipt of all items listed on the Empire Property Solutions, LLC Management Changeover Checklist and Receipt, attached as an Addendum to this AGREEMENT.

- 18.2 Should any section or any part of any section of this AGREEMENT be rendered void, invalid, or unenforceable 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.
- 18.3 AGENT may change the terms under which AGENT is willing to provide service in the future under this AGREEMENT, but only by giving at least 30 days advanced written notice to OWNER.
- 18.4 The drafting, execution and delivery of this AGREEMENT by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this AGREEMENT. This AGREEMENT embodies the entire understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this AGREEMENT.

19. RENEWAL OR TERMINATION OF THIS AGREEMENT

19.1 The OWNER shall be obligated to notify AGENT before the final 90 days of the agreement period if they wish <u>not</u> to renew the agreement for another year. If no notice is submitted by the OWNER to the AGENT, the contract will automatically continue for another year from the anniversary date of the Agreement set forth in paragraph 2.3.

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19.2 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 provision shall apply as if this AGREEMENT were still in effect.

20. SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PREMISES; that the OWNER has made, constituted, and appointed and by these presents do make, constitute and appoint EMPIRE PROPERTY SOLUTIONS, LLC, and its agents, true and lawful attorney for and in their name, place and stead, and for their use and benefit as follows: (Idaho Code, Section 15-12-105)

- 20.1 To let, rent and lease on such terms as said attorney in fact may deem proper and to extend or renew any lease or minimum term tenancy now or hereafter in effect, for such term or terms and at such rents and subject to such covenants, provisions and constitutions as they may deem best for the above described PREMISES.
- 20.2 To ask, demand, collect and receive all rents and moneys, and to file receipts therefore; to order direct, superintend, and manage all repairs, alterations and improvements, and to make disbursements for the same; to make all purchases; in general, to do and perform all acts and things indicative to management of the PREMISE and make all proper and necessary disbursements in connection therewith. AGENT shall have full power to initiate, set up, terminate, or modify any and all utilities or landlord service agreements for all utilities related to the PREMISES, such as but not limited to: electric, gas, water, sewer, trash, and litigation AGENT has the authority to sign any disclosures from OWNER to TENANTS.

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20.3 Giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated PREMISES, as fully to all intents and purposes as the OWNER might or could do if personally present, and hereby rarifying and conforming all that said attorney shall lawfully do to cause to be done by virtue of these presents.

21. AD	DENDUMS TO	OTHIS	AGRE	EMENT A	ATTAC	HED HE	RETO AN	D MADE A PART
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3327 N. Eagle Road, #110, M Office: (208			646 <u>w</u>	ww.E	mpirePro	perty	/Solutions.c	<u>om</u>	
Susan Lusk cell: (208 Janelle Anderson cell: (208	3) 971-56	377			©EPShom @EPShon				

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