

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_ Date Received: \_\_\_\_\_  
(Office Use Only)

## NEW LEASE CHECKLIST

### TO BE IN COMPLIANCE

The following must be turned in to Management "BEFORE .... you order a sign on the property.

Enclosed		Missing	Incomplete
<input type="checkbox"/>	1. LISTING INFORMATION SHEET	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	2. EXCLUSIVE RIGHT TO LEASE,	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	3. EXCLUSIVE RIGHT TO LEASE DISCLOSURE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	4. COMPLETED PROFILE SHEET	<input type="checkbox"/>	<input type="checkbox"/>
	OR MLS PRINT OUT (if using Listing Load)		
<input type="checkbox"/>	5. COMPLETED AGENCY DISCLOSURE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	6. LEAD BASE PAINT DISCLOSURE (Landlord/Tenant)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	7. VACANT HOME DISCLOSURE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	8. COMPLETE SHOWING INSTRUCTIONS ON	<input type="checkbox"/>	<input type="checkbox"/>
	OUR FORM (w/Sellers Email address)		
<input type="checkbox"/>	9. HOME WARRANTY SERVICE AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	NOTE: (Seller must sign either acceptance or waiver, If waiver must use America's Preferred)	<input type="checkbox"/>	<input type="checkbox"/>

(Place all above in a manila folder with property address & turn into Sales Office.)  
\*\*\*Once the above has been turned in and checked.\*\*\*

- 12. FAX or ENTER your NEW LISTING in to THE APPROPRIATE MLS
- 13. ORDER SIGN ON PROPERTY. IF APPLICABLE C&D
- 14. CHECK WITH THE CITY WHERE. PROPERTY IS LOCATED TO  
SEE IF INSPECTION IS NEEDED TO ACQUIRE LEASE CERTIFICATE OF  
OCCUPANCY

NOTE: Listing agent is responsible for any fines charged by the MLS for listing errors and sign  
Install company fees.

LISTING INFORMATION SHEET

FILL-OUT COMPLETELY

Transaction Type  Sale  Lease  
Property Type:  Residential  Commercial  New Construction  Vacant Land  Multi/Family  Condo  
Property Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_  
List Price \_\_\_\_\_ MLS# \_\_\_\_\_  
List Date \_\_\_\_\_ Expiration Date: \_\_\_\_\_

DID YOU DISCLOSE

The State of Michigan requires you to Disclose in Certain Situations and MUST BE INDICATED ON THE PURCHASE AGREEMENT

Are you Listing a Property for yourself? NO  Yes  (If yes, you must Disclose Owner is a Licensed Realtor)  
Do you have a Vested Interest in the Property? NO  Yes  (If yes, you must Disclose Realtor has a Vested Interest in Property)

**\*\*NOTE\*\*** If you are listing your own property you must talk to Scott as the listing needs to go under him in Realcomp for our E & O Coverage requirements

Title Company

Title Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Seller Information

Seller/Landlord #1 (First and Last Name) \_\_\_\_\_

Seller/Landlord #2 (First and Last Name) \_\_\_\_\_

Listing Agent(s) Name: \_\_\_\_\_

Company Name & Phone Number: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Street Address

Agent(s) Commissions

Listing Brokerage Comm. \_\_\_\_\_ Selling Brokerage Comm. \_\_\_\_\_

Is a Referral Fee being paid to another agent:  Yes  No (Please Check one)

If so, what is the Name of the Agent: \_\_\_\_\_

Home Warranty

Is a Home Warranty being offered with this property:  Yes  No (Please Check One)

If "Yes" Please Check which one Applies:  America's Preferred  Other Broker providing

**\*\*NOTE\*\*** If America's Preferred Home Warranty is NOT being used you must have their home warranty waiver portion signed by all parties... **\*\*this is required on all properties no exceptions.**

COMMISSIONS WILL NOT BE PAID UNTIL ALL PAPERWORK IS COMPLETE

REALTOR/BROKER FIRM: Elite Realty LLC  
office phone(734)513-2166  
21077 Schoolcraft Suite 201 Livonia MI 48150

OWNER S NAME: \_\_\_\_\_  
Owner s Home Address: \_\_\_\_\_  
Phone # - \_\_\_\_\_ Bus.: \_\_\_\_\_

**1. CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_ by and between the above mentioned REALTOR/BROKER ( THE REALTOR/BROKER ) and the above mentioned OWNER(S) ( the OWNER ) in consideration of the agreement of the REALTOR/BROKER to market the Property hereinafter described and to use the best efforts to find a tenant, the OWNER grants to the REALTOR/BROKER the exclusive right to lease the Property from \_\_\_\_\_ to 11:59 p.m. On \_\_\_\_\_

**2. PROPERTY DESCRIPTION:**  Residential  Condominium  Multi-Family  Commercial/Industrial  Vacant  Other: \_\_\_\_\_  
Property is located in the  Village  Township  City of \_\_\_\_\_, County of \_\_\_\_\_, Michigan,  
commonly known as (street address) \_\_\_\_\_ (zip code) \_\_\_\_\_  
Legal Description: \_\_\_\_\_

(the PROPERTY ). This Property is being leased together with all improvements and appurtenance, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and control, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by OWNER, and \_\_\_\_\_

OWNER excludes the following items: \_\_\_\_\_

**3. PRICE/TERMS:** OWNER agrees to Lease the Property for a period of \_\_\_\_\_ months at a rent of \$ \_\_\_\_\_ per month; or upon such terms and conditions as the OWNER may hereafter accept. SECURITY DEPOSIT OF \$ \_\_\_\_\_ and DEPOSIT OF \$ \_\_\_\_\_ for any pet damage.

**4. COMMISSION:** OWNER agrees to pay the REALTOR/BROKER a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the lease price upon the consummation of the lease. The commission will be due and payable if a tenant is obtained for the property by anyone, including the Owner, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the OWNER. Further said commission will be paid if:

- a) The OWNER refuses to Lease when a ready, willing and able tenant is produced at price and terms.
- b) The OWNER refuses or is unable to complete a lease pursuant to the terms of a duly executed lease agreement, Agreement to Lease, Contract of Lease, or such other equivalent agreement signed by OWNER.
- c) The OWNER, or anyone, leases (or enters into a contract to lease or receives a deposit) within 180 days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the REALTOR/BROKER S efforts, during the terms of this contract.

It is agreed that the word LEASE shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the REALTOR/BROKER is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

**5. DEFAULT:** If a sale is not consummated because of the OWNER S refusal to perform, then the full commission shall be due and payable upon such refusal. If a lease is not consummated because of the LESSEE s failure to perform and the deposit made is forfeited, OWNER agrees that 50% of the deposit (but not in excess of the amount of the full commission) shall be retained by the REALTOR/BROKER in full payment for service rendered in this transaction.

**6. OPTION:** The OWNER agrees that the commission will be due and payable to the REALTOR/BROKER if the OWNER enters into an option to lease during the term of this contractor the protection period as provided upon the consummation of the lease pursuant to the option. If option is exercised and consummated, the a fore agreed upon commission will be paid to the REALTOR/BROKER on the option amount.

**7. CONSIDERATION NEGOTIATION:** The OWNER and the REALTOR/BROKER acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the OWNER in consideration for service to be performed by the REALTOR/BROKER and the services to be performed by the REALTOR/BROKER in consideration for the commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

**8. MULTI-LIST/COOPERATION:** The OWNER acknowledges that the services of the Multiple Listing Services(s), and the offering of cooperation and compensation to other Participants has been fully explained and the REALTOR/BROKER is authorized to multiple list the Property. The OWNER authorizes the REALTOR/BROKER to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or anytime after closing. The Multiple Listing Service(s) is authorized to disseminate the information so provide to its Participants according to its rules and regulations. The OWNER and REALTOR/BROKER release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The OWNER authorizes the REALTOR/BROKER to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer such compensation to the cooperating Broker as established by the REALTOR/BROKER. The compensation to be paid to a cooperating BROKER is completely within the said compensation at any time and further, it is understood that compensation paid to a cooperating BROKER will be paid from the commission due the REALTOR/BROKER hereunder unless otherwise agreed upon in writing.

**9. SHOWING/SIGNS:** REALTOR/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other for lease signs. REALTOR/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

\_\_\_\_\_  
Realtor s Initials

\_\_\_\_\_  
Owners Initials

EXCLUSIVERIGHTTOLEASECONTRACT

10. LOCK BOX: The REALTOR/BROKER  is  is not authorized to attach a lock box to be used for the purposes of strong key(s) that provide access to the Property by authorized persons.

11. MARKET: Upon OWNER'S written acceptance of the terms of any Offer to Lease, or equivalent, the REALTOR/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.

12. REFERRAL: OWNER agrees to refer to the REALTOR/BROKER all inquires concerning the Property during the period of this contract.

13. HEIRS: The covenants herein shall bind the heirs, personal representatives, administrators, executors assigns and successors of the respective parties.

14. NON DISCRIMINATION: It is agreed by the REALTOR/BROKER and the OWNER (the parties to this contract)" that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental handicap, or familial status, by said parties in respect to the lease of the subject Property is PROHIBITED.

15. INFORMATION: OWNER agrees to provide REALTOR/BROKER or lessee with all information required by any law.

16. MARKETABLE TITLE: The OWNER (S) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

17. BINDING CONTRACT/CANCELLATION: This contract shall be binding upon execution by OWNER (S) or OWNER (S) agents and REALTOR/BROKER or the agent of the REALTOR/BROKER. This contract can be CANCELED or REVOKED only by mutual consent of both REALTOR/BROKER and OWNER in writing.

19. OTHER:

\_\_\_\_\_

20. SELLER(S) authorizes RECS HOLDINGS LLC to attach Seller Disclosure and Lead Based Paint to appropriate MLS.

21. ACKNOWLEDGEMENT: The OWNER has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

\_\_\_\_\_  
DESIGNATED AGENT (signature) DATE

\_\_\_\_\_  
OWNER (signature) DATE

\_\_\_\_\_  
Printed Name and Address

For:

\_\_\_\_\_  
**Elite Realty**  
REALTOR/BROKER FIRM  
Central fax - 734-513-2091

\_\_\_\_\_  
**TRISHA 5hw**  
SUPERVISORY BROKER

\_\_\_\_\_  
OWNER (signature) DATE

\_\_\_\_\_  
Printed Name and Address

\_\_\_\_\_  
Email Address

# Exclusive Right to Lease Property Disclosure

WE WANT TO MAKE YOU AWARE OF THE FOLLOWING INFORMATION, WHILE YOUR PROPERTY IS LISTED FOR LEASE WITH OUR COMPANY.

1. HOMEOWNERS INSURANCE -WE RECOMMEND THAT YOU CONTACT YOUR INSURANCE AGENT RELATIVE TO COVERAGE YOUR HOME MAY OR MAY NOT HAVE IN PLACE.
2. PRIMARY RESIDENCE EXEMPTION (FORMALLY KNOWN AS HOMESTEAD EXEMPTION) -WE RECOMMEND THAT YOU CONTACT THE ASSESSORS OFFICE WITHIN YOUR CITY FOR THE GUIDELINE OF THIS EXEMPTION.
3. LIABILITY -WE RECOMMEND THAT YOU ENLIST THE HELP OF A FAMILY MEMBER, FRIEND AND/OR NEIGHBOR TO PERIODICALLY DO A VISUAL EXTERIOR CHECK ON THE PROPERTY. ELITE REALTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO YOUR PROPERTY.
4. CURRENT MORTGAGE PAYMENTS-Owner hereby acknowledges to Broker that they are not behind on their current mortgage(s) payment for said property and will notify Broker immediately if at any time during their Exclusive Right to Lease Contract they become behind on their current mortgage(s) payment.

NOTE: This will serve as written notification that Client(s) were informed that they should check their current mortgage documents regarding the leasing of their property, to ensure that it is allowed by their Lender.

Client(s) agrees to hold ELITE REALTY, Broker and real estate agent(s) harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of client.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE ABOVE INFORMATION.

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
Owner/ Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/ Landlord

DATED: \_\_\_\_\_

## Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

**BUYER'S AGENTS**

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

**DUAL AGENTS**

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

**TRANSACTION COORDINATOR**

A transaction coordinator is a **licensee who is not acting as an agent of either the seller or the buyer**, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

**DESIGNATED AGENCY**

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

**LICENSEE DISCLOSURE (Check one)**

I hereby disclose that the agency status of the licensee named below is:

- \_\_\_\_\_ Seller's agent
- \_\_\_\_\_ Seller's agent – limited service agreement
- \_\_\_\_\_ Buyer's agent
- \_\_\_\_\_ Buyer's agent – limited service agreement
- \_\_\_\_\_ Dual agent
- \_\_\_\_\_ Transaction coordinator (**A licensee who is not acting as an agent of either the seller or the buyer.**)
- \_\_\_\_\_ None of the above

**AFFILIATED LICENSEE DISCLOSURE (Check one)**

- \_\_\_\_\_ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- \_\_\_\_\_ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

\_\_\_\_\_  
Potential Buyer/Seller (circle one)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Potential Buyer/Seller (circle one)

\_\_\_\_\_  
Date

**Disclaimer** This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



# LEAD-BASED PAINT LANDLORDS DISCLOSURE FORM

## Lead Warning Statement

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### 1. Landlord's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

\_\_\_\_\_  
\_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_  
\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord certifies that to the best of his/her knowledge, the Landlord s statements above are true and accurate.

Landlord

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

### 11. Agent's Acknowledgment (initial)

\_\_\_\_\_ Agent has informed the landlord of the landlord s obligations under 42 U.S.C. > 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent s statement above is true and accurate.

Agent

Date: \_\_\_\_\_

\_\_\_\_\_

### 111. Tenant's Acknowledgment (initial)

\_\_\_\_\_ (a) Tenant has received copies of all information listed above.

\_\_\_\_\_ (b) Tenant has received the federally approved pamphlet Protect Your Family From Lead In Your Home.

Tenant(s)

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

# LANGUAGE FOR LEASE AGREEMENT

## LEAD-BASED PAINT ADDENDUM

Note: This language must be used in connection with the lease of residential built prior to 1978.

Tenant acknowledges that prior to signing this Lease, Tenant has received and reviewed a copy of the Lead-Based Paint Landlord's Disclosure Form completed by the Landlord on \_\_\_\_\_, the terms of which are incorporated herein by reference.

Tenant(s)

Landlord

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# LANGUAGE FOR LANDLORD S ACKNOWLEDGMENT

## LEAD-BASED PAINT

Landlord represents and warrants that the listed property was built in 1978 or later, and that therefore, the federally mandated lead-based paint disclosure regulations do not apply to this property.

Landlord

---

---

Date: \_\_\_\_\_

VACANT HOUSE DISCLOSURE

DUE TO THE INCREASED NUMBER OF VACANT PROPERTIES IN OUR AREA, WE WANT TO MAKE YOU AWARE OF THE FOLLOWING INFORMATION. SHOULD YOUR HOME BECOME VACANT WHILE IT IS LISTED FOR SALE/LEASE WITH OUR COMPANY.

1. HOMEOWNERS INSURANCE - IF AT ANY TIME DURING YOUR LISTING PERIOD WITH RECS HOLDINGS LLC YOUR HOME BECOMES VACANT, WE RECOMMEND THAT YOU CONTACT YOUR INSURANCE AGENT RELATIVE TO COVERAGE YOUR HOME MAY OR MAY NOT HAVE IN PLACE.
  
2. PRIMARY RESIDENCE EXEMPTION (FORMALLY KNOWN AS HOMESTEAD EXEMPTION) - IF AT ANY TIME DURING YOUR LISTING PERIOD WITH ELIAS REALTY YOUR HOME BECOMES VACANT, YOU MAY LOOSE YOUR PRIMARY RESIDENCE EXEMPTION ON YOUR PROPERTY CAUSING YOUR PROPERTY TO HAVE A NON-HOMESTEADED TAX STATUS. WE RECOMMEND THAT YOU CONTACT THE ASSESSORS OFFICE WITHIN YOUR CITY FOR THE GUIDELINE OF THIS EXEMPTION.
  
3. LIABILITY - IF AT ANY TIME DURING YOUR LISTING PERIOD WITH RECS HOLDINGS LLC YOUR HOME BECOMES VACANT, WE RECOMMEND THAT YOU ENLIST THE HELP OF A FAMILY MEMBER, FRIEND AND/OR NEIGHBOR TO PERIODICALLY DO A VISUAL INTERIOR AND EXTERIOR CHECK ON THE PROPERTY. RECS HOLDINGS LLC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO YOUR PROPERTY.

Client(s) agrees to hold ELITE REALTY LLC , Broker and real estate agent(s) harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of client.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE ABOVE INFORMATION.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
AGENT

DATED: \_\_\_\_\_



**\*INVENTORY CHECKLIST \***

COMMENCEMENT AND TERMINATION  
INVENTORY CHECKLIST FORM

"YOU MUST COMPLETE THIS CHECKLIST NOTING THE CONDITION OF THE RENTAL PROPERTY AND RETURN IT TO LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS.

BEGINNING CONDITION

ENDING CONDITION

LIVING ROOM

DOOR (INCLUDING LOCKS):	<hr/>	<hr/>
WINDOWS:	<hr/>	<hr/>
CARPET OR FLOOR:	<hr/>	<hr/>
CEILING:	<hr/>	<hr/>
LIGHTS & SWITCHES:	<hr/>	<hr/>
OTHER:	<hr/>	<hr/>

DINING ROOM

WINDOWS:	<hr/>	<hr/>
CARPET OR FLOORS:	<hr/>	<hr/>
WALLS:	<hr/>	<hr/>
CEILING:	<hr/>	<hr/>
LIGHTS & SWITCHES:	<hr/>	<hr/>
OTHER:	<hr/>	<hr/>

HALLWAY

FLOOR:	<hr/>	<hr/>
WALLS:	<hr/>	<hr/>
CEILING:	<hr/>	<hr/>
OTHER:	<hr/>	<hr/>

KITCHEN

WINDOWS:	<hr/>	<hr/>
FLOOR:	<hr/>	<hr/>
WALLS:	<hr/>	<hr/>
CEILING:	<hr/>	<hr/>
LIGHTS & SWITCHES:	<hr/>	<hr/>
STOVE:	<hr/>	<hr/>
REFRIGERATOR:	<hr/>	<hr/>
SINK:	<hr/>	<hr/>
CABINETS & COUNTER:	<hr/>	<hr/>
OTHER:	<hr/>	<hr/>

BEDROOM #1

DOOR:	<hr/>	<hr/>
WINDOWS:	<hr/>	<hr/>
CARPET OR FLOOR:	<hr/>	<hr/>
WALLS:	<hr/>	<hr/>
CEILING:	<hr/>	<hr/>
LIGHTS & SWITCHES:	<hr/>	<hr/>
CLOSET:	<hr/>	<hr/>
OTHER:	<hr/>	<hr/>

Initials Here:

Landlord: \_\_\_\_\_ / Tenant: \_\_\_\_\_ / Tenant: \_\_\_\_\_

BEDROOM #2

DOOR:	_____	_____
WINDOWS:	_____	_____
CARPET OR FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
LIGHTS & SWITCHES:	_____	_____
CLOSET:	_____	_____
OTHER:	_____	_____

BEDROOM #3

DOOR:	_____	_____
WINDOWS:	_____	_____
CARPET OR FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
LIGHTS & SWITCHES:	_____	_____
CLOSET:	_____	_____
OTHER:	_____	_____

BATHROOM

DOOR:	_____	_____
WINDOW:	_____	_____
FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
SINK:	_____	_____
TUB AND /OR SHOWER:	_____	_____
TOILET:	_____	_____
CABINET, SHELVES, CLOSET:	_____	_____
TOWEL BARS:	_____	_____
LIGHTS & SWITCHES:	_____	_____
OTHER:	_____	_____

BASEMENT

_____	_____
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GARAGE

_____	_____
-------	-------

SIGNATURE OF TENANT(S)

_____	_____
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ADDRESS OF UNIT

_____	_____
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SIGNATURE OF LANDLORD

_____	_____
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LANDLORD S ADDRESS

_____	_____
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PHONE NUMBER (LANDLORD)

_____	_____
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DATE

_____	_____
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# The ELITE REALTY Marketing Plan

Do you agree that the agent who brings the most traffic and attracts the most buyers to your home will give you the best opportunity to sell your home for the highest dollar amount in the least amount of time? Then you will be impressed with our approach. This is the most comprehensive marketing plan in the industry. It is proven to work in any type of market.

- 1) List your home in our local Multiple Listing Service, showing your house off to over 10,000 Licensed Realtors in Metro Detroit. We list it in a total of NINE (9) MLS boards. Most agents only have access to one MLS.
- 2) Our staff will spend 40+ hours to get your home on over 150 different websites Most Realtors will just put your home on the MLS and a couple different websites.



## YOUR HOME MARKETED ONLINE TO THE EXTREME!

BY ADVERTISING IN THE REAL ESTATE BOOK®, YOUR HOME IS EXPOSED TO OVER 48 MILLION UNIQUE WEB USERS ON THESE SITES...



*Online partner network as of 6/2008 - subject to change.*

*\* All listings \$1 Million Plus \*\* All listings \$450,000 Plus and exclude properties in NY, NJ and CT \*\*\* All listings \$750,000 Plus \*\*\*\* Condos and Townhomes only*



- 3) Most Realtors don't have the marketing budget to compete with us.** Unfortunately only the strong will survive this market.
- 4) Contact 75-100 prospective buyers directly every day starting at 9:00 a.m.** This is old fashion prospecting. We call people and look for buyers and sellers and ask them when they plan on moving, and tell them about your home.
- 5) Get your home ranked on the 1st page of Google.** This is technology that most Realtors have no clue on where to even begin.
- 6) Twitter - and Facebook Social Networking - <http://www.facebook.com>,** is taking off and helping us sell homes believe it or not. Each new listing, showing, price change and sale are broadcast to the world via ELITE REALTY LLC's' Twitter and Facebook accounts. Should you not know, Twitter is a social networking and micro-blogging service that allows its users to send and read other users' updates (known as tweets), which are text-based posts of up to 140 characters in length. This is the opposite of spam and is a less gated method of communication: you can share information with people that you wouldn't normally exchange email with, opening up your circle of contacts to an ever-growing community of like-minded people.
- 7) Put an Eye-Grabbing "For Sale" sign on your property so buyers actually notice your property is actively for sale.**
- 8) Reverse prospect in the MLS daily for buyers.** What this means is, real estate agents across Michigan that belong to our MLS input what their buyers are looking for. We then take this information and match up to our listings, when we see a match we email the agent to let them know our listing matches their buyers search criteria.
- 9) Price your home competitively...to open the market vs. narrowing the market to the biggest pool of buyers.** This sounds very basic, yet last year seven out of every ten listings expired and never sold. Learning how to price real estate is an art. If every Realtor could price a home, then every house would sell. 40% of the homes we sold last year were listed with another Realtor that couldn't sell it. We specialize in selling homes other Realtors couldn't sell.
- 10) Place your home on our company website [www.eliterealty.com](http://www.eliterealty.com)** where our thousands of buyers are constantly searching
- 11) Call the top 50 agents in your marketplace to pitch your home to them.** We know who the top 50 agents are in your market place and part of the sales job is to sell them on your home, so they can sell it to their buyers. Does that make sense?
- 12) Call all agents who have recently shown homes similar to yours and see if their buyers are still available.**
- 13) Call all agents who show your home to get feedback on their showing.**
- 14) Put a lockbox on the property for convenient access to view your home**
- 15) Submit listing and photo for print advertising.** This is the least productive activity we do, but as long as print is still available we, will continue to at least have a presence.
- 16) Target mailings to prospective buyers for your home**
- 17) Post interior photos of your home so your home can be viewed 24 hours/day. You will have an open house all day, every day.**
- 18) Promote home at ELITE REALTY LLC office meetings.**
- 19) Prepare a photo flier or "Just Listed" Postcard to email or fax to the top 50 agents in town. We know who they are.**
- 20) Have our Buyer Specialists preview the home.**
- 21) Contact every qualified buyer, including our past clients, our center of influence and any other buyers in our database to show them your home.**

**22) Lack of communication is the #1 complaint we hear from homeowners.** They never knew what prospective buyers thought about their property. Our Client Care Manager will contact agents immediately following their showing of your home. We have implemented a system that automatically emails the showing agent a request for feedback and then it automatically gets sent to our homeowner for their review. Below is an image of what the feedback the system produces after we capture the feedback from the showing agent.

The screenshot shows the ShowingDesk Web Edition interface. At the top, there is a navigation bar with icons for Showing, Listings, Agents, Tasks (14), Daily Log, Reports, Feedback, New User, Main M..., and Back. Below this is a search form with the following fields:

- By Listing:
- Street Name:
- MLS#:
- Appointment Date:
- Start Date:
- End Date:
- By Feedback Status:

Below the search form is a table with the following columns: Listing, Appointment Date, Showing Agent, and Feedback History. The table contains four rows of data:

Listing	Appointment Date	Showing Agent	Feedback History
20315 FOXBORO RIVERVIEW MLS#: 211121947	12/03/2011 1:00 PM to 2:00 PM	GAYLE MADERA (CENTURY 21 ALLSTARS LINCOLN PARK - (313) 388-5300 ) (313) 929-8345 (313) 929-8345 <a href="mailto:maderamade@hotmail.com">maderamade@hotmail.com</a>	Made Available to Homeowner - 12/03/2011 7:47 PM Feedback Received - 12/03/2011 7:47 PM Sent - 12/03/2011 2:16 PM <a href="#">Manage Feedback</a>
20315 FOXBORO RIVERVIEW MLS#: 211121947	12/01/2011 3:00 PM to 3:30 PM	BONNIE ADAMS (CAROL BOLLO & ASSOC-GROSSE ILE GROSSE ILE - (734) 671-1150 ) (734) 775-7562 (734) 775-7562 <a href="mailto:badams9783@comcast.net">badams9783@comcast.net</a>	Sent - 12/03/2011 4:00 PM Sent - 12/02/2011 3:51 PM Sent - 12/01/2011 3:41 PM <a href="#">Manage Feedback</a>
20315 FOXBORO RIVERVIEW MLS#: 211121947	12/01/2011 2:00 PM to 3:00 PM	RITA ERNEST (RE/MAX MASTERS, INC. FLAT ROCK - (734) 783-0900 ) (734) 818-0811 (734) 818-0811 <a href="mailto:rernest@remax.net">rernest@remax.net</a>	Sent - 12/03/2011 3:30 PM Sent - 12/02/2011 3:20 PM Sent - 12/01/2011 3:10 PM <a href="#">Manage Feedback</a>
20315 FOXBORO RIVERVIEW MLS#: 211121947	12/01/2011 1:30 PM	TONY DIXON (ELIAS REALTY LIVONIA - (734) 405-6610 ) (734) 406-6610 (734) 406-6610 <a href="mailto:tdixon@eliasrealty.com">tdixon@eliasrealty.com</a>	Made Available to Homeowner - 12/01/2011 3:38 PM Feedback Received - 12/01/2011 3:38 PM Sent - 12/01/2011 1:41 PM <a href="#">Manage Feedback</a>

**23) Pre-qualify any prospective buyers. We will not submit an offer unless we have verified the buyer has been pre-approved through a lender. This point is more important than ever in this type of market.**

**24) Negotiate on your behalf**

**25) Handle all negotiations, buyer mortgage follow ups, inspections, appraisals, title work, and disclosures**

**26) Deliver Your Check At Closing**

I'm sure you're wondering why doesn't every agent participate in all of these Technology Rich Pro-Active marketing techniques? Don't you work? Does everybody at your place of employment take their job as serious as you do? Exactly, in every profession there is the some people who excel in their position and some are just satisfied with mediocre. **THE FACT OF THE MATTER IS ONLY 1 % OF THE AGENTS OUT THERE DO WHAT WE DO.** That explains why only 1% of the agents in the entire country get the results that we get.