



PROPERTY MANAGEMENT AGREEMENT

- Parties:
- (1) RE/MAX CASA GRANDE - YOST REALTY GROUP
(Hereinafter referred to as "Broker")
317 E.Cottonwood Lane, Suite C
Casa Grande, AZ 85122
 - (2) Owner Name: _____

Owner Name: _____
(Hereinafter referred to as "Owner")

Covenants:

(1) Exclusive Agency: The Owner hereby employs and appoints Broker, and Broker accepts such employment on the terms and conditions hereinafter provided, as exclusive managing broker of the certain property hereinafter referred to as "Residence", located at:

Property Address:
Casa Grande, AZ 85122

Terms:

This agreement shall become effective on _____ and expire _____.
If a new agreement is not signed and in place at the expiration date, this agreement will continue on a month-to-month status. Either party may cancel this agreement with a 30-day written notice. Any accrued management fees and/or lease commission shall be payable to Broker. ***In the event Owner cancels this agreement within 90 days of the execution of a lease, lease extension or lease renewal, Owner agrees to pay Broker, as compensation, the amount equal to one month's rent in addition to any accrued management fees and or lease commission.***

BROKER'S AUTHORITIES AND OBLIGATIONS

Owner(s) authorizes Broker to act for and on behalf of Owner either in the name of Broker or Owner in connection with the following:

1. To advertise the availability "for rent" or "for lease" of the premises and to display "For Rent" or "For Lease" signs, screen and use diligence in the selection of prospective tenants and to abide by all fair housing laws.
2. To negotiate leases not to exceed one year, at a minimum monthly rent of \$_____.
3. Contracts: To execute leases and rental agreements on behalf of Owner. To terminate tenancies, and in that regard to sign and deliver appropriate notices; to institute and prosecute actions to evict tenants and recover possession of the designated property.
4. To turn over accrued and unpaid rent and damage to collection agencies for recovery.
5. To hire an attorney, **at owner's expense**, to initiate and prosecute other actions as may be appropriate; to collect on judgments, including but not limited to execution, garnishment and attachments; and when expedient, to settle, compromise and release such actions or suits or reinstate such tenancies.

_____/_____
Initial

6. To collect rents, security deposits, and all other receipts, and to deposit such monies in a real estate trust account with a qualified bank institution.
7. To provide all services reasonably necessary for the proper management of the property including periodic inspections, supervision of maintenance, and arranging for such improvements, alterations and repairs as may be required of Owner.
8. To hire, supervise and discharge all employees and independent contractors required in the operation and maintenance of the property.
9. To contract for repairs or alterations at a cost to Owner not to exceed \$350 per occurrence, per property.
10. To contract for emergency repairs or alterations at a cost to Owner not to exceed \$1000 per occurrence, per property. Note: Broker recommends Owner purchase a Home Warranty Plan to reduce their exposure for major repairs.
11. In the event Owner is not available for consultation, to contract for such repairs and expenditures as are necessary for the protection of the property from damage, or to perform services to the tenants provided for in their leases.
12. In the event owner contracts for an annual home warranty insurance plan, it is the owner's responsibility to provide broker with the policy # and phone #. In the event of a dispute regarding coverage of service it shall be the owner's responsibility to negotiate with the insurance company to resolve coverage. **Upon renewal, owner shall promptly furnish updated policy # to Broker.**
13. To pay from gross receipts (deposited in a real estate trust account) all operating expenses and such other expenses as may be authorized by Owner, including:

Mortgage Pymt []	Sales Tax [X]	Sewer & Trash Fees [X]	HOA Fees []
Management Fee [X]	Repairs [X]	Pool Maintenance [X]	Legal Fees [X]
Yard Maintenance []	Home Warranty []	Replenish Operating Reserve [X]	
MLS Cooperating Broker Fee [x]			
Other: _____			

Note: If Broker is paying mortgage payment from gross monthly receipts, owner agrees to pay one month's mortgage payment ahead, prior to Broker accepting payment coupons or books.

14. To maintain accurate records of all monies received and disbursed in connection with the management of the property. Said records shall be open for inspection by Owner during regular business hours and upon reasonable notice.
15. To email or mail monthly statements of all receipts and disbursements not later than the **18th** of the following month.
16. Upon termination of this agreement, broker shall provide owner with copies of all rental agreements and related documents and provide final accounting as follows:
 - a. Within five days: the tenant's security deposit
 - b. Within thirty-five days: reimbursed for all funds remaining in the property accounts, except for monies needed for unpaid obligations incurred during the term of the management agreement.
 - c. Within seventy-five days: a final accounts receivable and payable list and final owner's statements

_____ / _____ Initial

OWNER'S OBLIGATIONS

1. Fees: Owner agrees to pay to Broker fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Broker from receipts.

The management fee shall be 10% of the gross monthly rent, with a minimum fee of \$80.00 per month per unit for unfurnished units. The minimum fee shall be paid whether the unit is vacant or occupied.

If the property is furnished, or offered for a 4 month lease or less, the management fee shall be 25% of the gross monthly rent.

A one time, non-refundable set up fee of \$150.00 is due at signing of the Property Management Agreement.

Broker recommends listing the property in MLS and paying a cooperating broker leasing fee of 3% of the gross lease for each new tenant lease on the Residence (not charged on renewed leases). This fee will be paid to the Broker who represents the tenant.

Owner and Broker shall equally split any and all late charges paid by the tenant

Additional fees shall apply as scheduled in the attached Exhibit A.

2. Owner shall indemnify and save the Broker harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages from or connected with the management of the property by Broker, or the performance or exercise of any of the duties, obligations, powers, or authorities herein or hereafter granted to Broker.
3. Owner shall not hold Broker liable for any error of judgment, or for any mistake of fact or law, or for anything which Broker may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
4. Owner also agrees to carry, at Owner's expense, bodily injury, property damage, and personal injury public liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage. The policy shall be written on a comprehensive general liability form and shall name the Broker as additional insured.
5. Owner shall immediately furnish Broker with a certificate of insurance evidencing that the above coverage is in force with a carrier acceptable to Broker. In the event Broker received notice that said insurance coverage is to be cancelled, Broker shall have the option to immediately cancel this agreement.
6. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth in this agreement.
7. Owner shall deposit with broker \$300 as a minimum initial operating reserve and will cover any excess of expenses over income within five days of any request by Broker. The Broker may terminate this agreement immediately if the request for additional funds is not paid. Owner understands that it is not Broker's obligation to advance its own funds for payment of Owner's operating expenses. Broker recommends owner keep an initial operating reserve of one month's normal operating expenses. While Broker has established credit relationships with many local vendors, some may require an up front payment prior to beginning work. Broker may require Owner to guarantee payment directly to vendor with a credit card in the event Owner's operating reserve does not contain sufficient funds.

_____/_____
Initial

8. If during the term of any rental of the Premises, including any renewals or holdovers, or within 90 days after its termination, any tenant, or his heirs, executors, or assigns shall buy the premises directly from Owner, a sales commission of three percent (3%) of the sales price shall be deemed earned and payable to RE/MAX Casa Grande. Upon receipt of a copy of this contract, title company is hereby instructed to pay this from seller's proceeds.

OTHER TERMS

1. All notices required to be given hereunder shall be in writing and may be delivered by mail, fax or email. Mail shall be directed to Property Management, RE/MAX Casa Grande, 317 E Cottonwood Lane, Suite C, Casa Grande, AZ. Fax shall be directed to Property Management at 520-836-1177 and email shall be directed to Rentals @yosthomes.com
2. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought.
3. Appliances : owner understands and agrees that if free standing appliances (refrigerators, washer and dryers) are left in the property for the tenants use, the owner agrees that they must be kept repaired and in working condition.
4. Owner hereby understands and agrees that the cost for annual maintenance is their responsibility and not the responsibility of the tenant for items including, but not limited to: annual tree, shrub and landscaping trimming, annual air conditioning or heating maintenance and service, pool equipment repair and maintenance. Broker may arrange for such service as deemed necessary (at broker's sole discretion at owners expense). Owner also understands and agrees that regular property maintenance (exterior and interior painting, flooring replacement, etc) is recommended in an effort to maintain property at competitive rental standards and ultimately enhance property value.
5. Owner's preference in repair people used for property:

6. Property's special quirks that Broker should be aware of:

7. Owner's property insurance company : _____
Policy # _____ Phone# _____ Deductable _____

Homeowners warranty company : _____
Policy # _____ Phone# _____ Deductable _____
8. Pet Restrictions _____

_____/_____
Initial

Other Restrictions _____

ACCEPTED BY:

_____, Owner
_____, SSN
_____, Owner
_____, SSN

Debbie Yost, Owner/ Broker
317 E. Cottonwood Lane, Ste. C
Casa Grande, AZ 85122
Date
Phone: (520)836-1717 or (800) 305-9678
(520) 836-1177 FAX

Address: _____

CONTACT INFORMATION

Home Phone# _____

Name: _____

Name: _____

Work Phone # _____

Work Phone # _____

Cell Phone # _____

Cell Phone# _____

Email Address: _____

Email Address: _____

FAX # _____

FAX # _____

Preferred Method of Contact _____

Preferred Method of Contact _____

Exhibit "A"

Property Management Service Charges

Note: These charges are for those services requested by owner over and above those performed in the normal course of property management.

Digital photos of home in addition to those taken prior to new tenant move in \$50 per occurrence

Managing Major Improvements, Repairs – Multiple Bids Requested 5% of contractor's bill (\$100 minimum)

Walk through inspections, other than those normally scheduled \$50 per occurrence

Emergency, after regular business hours, service call \$50 per occurrence

Owner Date

Owner Date



City of Casa Grande

Please mail the following Acct. # _____ sewer & trash bill to the following:

Name: RE/MAX Rental Dept.

Mailing Address: 317 E. Cottonwood Lane #C

City/State/Zip: Casa Grande, AZ 85222

City Ordinance #379.9 P states that all sewer and trash charges are the responsibility of the property owner. If a tenant does not pay the property owner will be notified of the tenants delinquency and be required to pay the amount due. In the event that the tenant is delinquent for more than three months, all future billings will be sent to the property owner.

I have read and understand the above.

Property Owner's Signature

Received By

Property Owners Mailing Address

Date

Approved By

Telephone Number

Disapproved By



I hereby appoint RE/MAX Casa Grande - Yost Realty Group as our statutory agent, for the purpose of pursuing forcible detainer actions and other legal remedies in the day to day operation of managing my rental property, located at:

Address: _____

City, State, Zip Code: _____

Owner: _____

Date: _____

Owner: _____

Date: _____



Date: _____

Property: _____

Account # : _____

I hereby authorize RE/MAX Casa Grande to pay the HOA fees and receive all correspondence concerning this property(s). Please mail to:

RE/MAX Casa Grande
317 E. Cottonwood Lane Ste. C
Casa Grande, AZ. 85122

Signed: _____

Date: _____

Signed: _____

Date: _____



PINAL COUNTY ASSESSOR

135 N. Pinal St. ▪ Florence, AZ 85232

(520) 866-6363

http://www.co.pinal.az.us/Assessor

**NOTIFICATION OF ARIZONA RESIDENTIAL RENTAL PROPERTY
Pursuant to A.R.S. §33-1901 and 33-1902**

INSTRUCTIONS: In compliance with **ARS §33-1902(A)**: an owner of residential property shall maintain with the Assessor in the county where the property is located information required by this section in a manner to be determined by the Assessor. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, include the name, address and telephone number of the business entity and the statutory agent, if applicable.

Pursuant to **ARS §33-1902 (B)**: an out-of-state owner of residential rental property shall designate and record with the County Assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. A person who fails to comply with any provision of this section shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs.

Retain a copy of this completed form for your records

Parcel Number: _____

List additional parcel numbers for this property (up to 4)

For Unsecured Mobile Homes Only
List Tax Roll #: _____

ATTACH LIST FOR ANY ADDITIONAL PARCELS

PROPERTY INFORMATION

List County where property is located (*required*): _____
Property Type: Single Family Residence Multiple Family Residence Mobile Home MH/RV Park Space
Property Site Address: _____
City/Town: _____, **AZ** Zip: _____
List the year the building was built: _____

OWNERSHIP INFORMATION

Property Owner(s) / Business Entity: _____
Street Address (no P.O. Box): _____
City / State _____ Zip: _____ Telephone#: _____

CHECK BELOW TO INDICATE FORM OF OWNERSHIP

Property Owner, list name of owner: _____
 Corporation, list name of corporate officer: _____
 Limited Liability Company, list name of managing or administrative member: _____
 Partnership, list name of general partner: _____
 Limited Partnership, list name of general partner: _____
 Trust, list name of trustee: _____
 Real Estate Investment Trust, list name of general partner or officer: _____

OUT-OF-STATE OWNER'S DESIGNATION OF AGENT

A.R.S. §33-1902(B) requires an out of state owner to designate a statutory agent who resides in Arizona to accept legal service on behalf of the owner of residential rental property.

Name of statutory agent: _____ Address: _____
City: _____, **AZ** Zip: _____ Telephone#: _____

REQUIREMENT TO UPDATE INFORMATION:

Under penalty of law the owner(s) of Arizona residential rental property shall update any information listed above within ten days after a change in the information occur.

I hereby affirm that the information included or attached is true and correct.

Print Name

Print Name

Signature

Date

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 ▶

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



PROPERTY MANAGEMENT GUIDELINES

- Single-family homes in Casa Grande only which rent for **\$800** per month for a minimum lease term of six months.
- Homes in age-restricted communities will be taken on a case-by-case basis, **depending on current demand.**
- Homes with pools and/or spas must include regular owner-paid pool service and must have a self-cleaning system (in floor or barracuda type).
- Front and back yards must have some type of landscaping - no dirt lots – with a drip/sprinkler system on a timer.
- Homes should be painted a neutral color throughout. If painted other colors or wallpapered, rooms will be repainted with a neutral color at owner’s expense. This will be done in between tenants, as needed, rather than touch up colors or replace wallpaper.
- **Windows must have coverings; we would prefer neutral blinds as they are easily replaced.**
- Homes must be clean and fresh and be turned over with professionally cleaned carpets and neatly maintained/manicured lawns.
- Homes will be accepted in a condition that meets our Qualifications for Refund of Security Deposit tenant form.

NOTE: We do not manage manufactured/mobile homes, short term or furnished homes, nor those characterized as “fixer uppers”.

Signature

Date

Signature

Date



QUALIFICATIONS FOR REFUND OF SECURITY DEPOSIT

Call 3 days prior to move-out to schedule walk-through inspection. House must be vacant and clean.

Utilities must be on for your inspection. A \$35 reconnect fee will be charged for each utility not on for move out inspection.

1. Clean light fixtures and ceiling fan blades. Replace burnt out bulbs.
2. Clean blinds and window sills.
3. Clean refrigerator, if provided.
4. Clean stove, burners, broiler, and range interior (thoroughly) with oven cleaner.
5. Wash walls and baseboards (especially where there are black marks or hand prints).
6. Sweep and mop floors thoroughly. Use the appropriate cleaner for the type of floor.
7. Mow, trim, and clean yard (pick up all loose papers and trash). Remove all pet droppings.
8. Wash windows inside and outside (with window cleaner).
9. Empty medicine cabinets and clean thoroughly.
10. Clean toilets, washbasin, tub and shower with deodorizing cleaner.
11. Empty kitchen cabinets and drawers and clean and wash them out.
12. Replace and clean air conditioning filter.
13. Have carpets cleaned by a professional carpet cleaner (do-it-yourself cleaners are not acceptable). Receipt **MUST** be presented at move out inspection and carpets must be dry.

I have read and accept the conditions necessary for return of my security deposit.

Tenant

Date

Tenant

Date

Broker _____

Credit Authorization
(To Single Account)

I (we) hereby authorize RE/MAX Casa Grande, hereinafter called COMPANY, to initiate credit entries for _____ to my (our) account indicated below and the financial institution named below, hereinafter called Financial Institution, to credit the same to such account I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

(Financial Institution) (Branch)

(Address) (City/State) (Zip)

(Routing Number) (Account Number) Type of Acct: Checking Savings

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it

(Print Individual Name) (Signature)

(Print Individual ID Number) (Date)

PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM!