

## **NEW MANAGEMENT CHECKLIST**

Effective management of your home begins with having complete and accurate information. Please be thorough and make sure each of the items below is checked off.

**MBA Real Estate must have ALL of these items in place before we can begin managing or marketing your home.**

- ☐ **This New Management Checklist** (items being sent back checked off)
- ☐ **Keys** – including mailbox keys, garage remotes, pool keys, etc. (If property is vacant, 3 keys for main entrances are required; otherwise a \$25 charge will apply for key copies)
- ☐ **Check** (\$250 reserve per vacant/occupied property/unit)
- ☐ **Management Agreement** (filled out completely, initialed, signed and dated)
- ☐ **Mandatory Property Addendum** (per property/unit – filled out completely, signed and dated)
- ☐ **Mold & Lead Based Paint Disclosure** (per property/unit – filled out completely and initialed)
- ☐ **Pool Addendum** (per property/unit where applicable – filled out completely and initialed)
- ☐ **W-9** (for person or company in the Agreement to receive Owner draws)
- ☐ **ID** (for the person or executive of the company shown on the W-9)

**Utilities<sup>1</sup>** (check box that applies)

- ☐ Water & Electric service are currently on in Owner's name
- ☐ Water & Electric service need to be established (See Section 16.0)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

<sup>1</sup> *It is imperative the utilities be on during the initial inspection of the property/unit in order to check all pertinent items in determining the marketability and functionality of the property/unit. If the utilities are not on at the time of the initial inspection, a second inspection will be mandatory and a trip charge shall apply.*

# PROPERTY MANAGEMENT AGREEMENT AND DURABLE POWER OF ATTORNEY

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This property management agreement (the "Agreement") is entered into on \_\_\_\_\_, between \_\_\_\_\_ ("Owner") and MBA Real Estate, ("Manager"), with the following terms and conditions:

**1.0 AGREEMENT TERM AND RENEWAL.** Owner employs Manager and grants Manager the exclusive right to market, lease, operate and/or manage the Property described in attached Addendums for the period commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ unless otherwise extended. This Agreement will automatically renew for additional 12 –month periods with all applicable changes including fees if Manager does not receive written notice from Owner at least 30 days prior to the expiration of the Agreement stating the Owner's election not to renew the Agreement. Manager will provided Owner a written reminder notice of renewal at least 30 days prior to the expiration date noted in this Agreement.

**2.0 SCOPE OF AUTHORITY AND POWERS.** Pursuant to A.R.S. § 32-2173(A)(1)(j), this Agreement may not be assigned to another licensee or licensed entity without the express written consent of the Owner. Owner grants Manager actual agency authority to act as agent on behalf of an in the name of Owner in managing, marketing, leasing, operating and/or arranging for the lease of the Property. Accordingly, Owner authorizes Manager to do the following, in addition to any other authority and powers granted hereby:

**a. RENT:** Manager will collect rents and security deposits. All funds, including deposits, will be held in an interest or non-interest bearing trust account as elected by Manager. If trust account is interest bearing, any interest earned shall be paid to Manager as additional compensation for Manager's services. All tenant rents will be credited to Owner's account. Any balances in Owner's account will be remitted to Owner on a monthly basis except for any amounts necessary to satisfy the minimum reserve required for Owner's Property.

**b. LEASING:** Manager shall be permitted to use its discretion in negotiating for and agreeing upon a lease agreement for any portion of the Property, granting any tenant incentives, and enforcing the terms and conditions of any lease agreement as Manager deems appropriate. Manager agrees to make its best effort in notifying Owner in advance of any potential tenants and/or any incentives to be granted to tenant. Manager shall also have sole and absolute discretion in determining what scope of tenant screening is appropriate under the circumstances and is authorized to conduct any credit checks, criminal background checks, public record searches, employment verifications, and current residence checks – in addition to any other checks, searches, or inquiries deemed appropriate by Manager. MBA Real Estate shall not be liable to Owner for the actions of tenants. Manager and Owner shall comply with all federal, state and local fair housing laws and regulations. Manager shall retain any application fees from prospective tenants who do not actually lease the property. In accordance with the Federal Privacy Act, Manager will not provide Owner with potential tenant's personal and/or private information. All deposits accepted by Manager to hold Property off market will be paid to Owner if prospective tenant fails to complete the lease.

**c. LEASE ENFORCEMENT:** Owner authorizes Manager, in exercise of its sole discretion, to perform all necessary and/or appropriate services required when tenant is delinquent with rents or other payments or otherwise in breach and/or default of any contractual or other obligation. Accordingly, Manager may elect on Owner's behalf any or all of the following, without limitation: (i) termination of tenancy; (ii) pursuing eviction proceedings through the courts; (iii) recovering possession of Owner's Property by self-help measures; and (iv) re-instating tenancy, releasing claims, and/or settling lawsuits or disputes. Manager shall be able to do any and all of the above in its sole and absolute discretion, as it deems appropriate, and Manager shall also be authorized

to sign and accept service of process on behalf of Owner in connection with any litigation concerning the Property and/or any related contract(s). Manager agrees to notify Owner of any potential litigation and/or court action that will result in costs to the Owner understanding that Owner must approve any action that would result in significant cost to Owner. Costs may include but are not limited to late fees, delivery charges, postage/mailing, long distance telephone charges, process service fees, attorneys' fees, and bookkeeping fees. Manager will retain any and all late fees, charges, and the like as partial compensation for these additional services.

**d. ACCOUNTING AND REPORTING:** Manager is authorized to maintain an accounting for all receipts and disbursements. The statement cutoff date is mid-month to ensure the Lessee's rent checks have cleared. The statements and checks are then processed and any disbursements will be sent with and/or reflected on the monthly statement. Owner understands the statements and checks will be sent by MBA Real Estate no later than 3 business days after the 15<sup>th</sup> of each month. Owner shall have access online to the accounting activity and the ability to print statements for any period. MBA Real Estate shall maintain leases, invoices, checks and deposits and make these records available online to the Owner. Owner agrees to provide bank account information for direct deposit of Owner disbursements on the attached direct deposit form. Accounting and billing questions should be directed to Owner's assigned property manager by phone or email. Any accounting or billing disputes must be submitted in writing with a copy of the actual statement attached, if applicable.

**e. STATUTORY MANAGER SERVICE:** Pursuant to Arizona Revised Statutes § 33-1901 and -1902, Arizona requires certain property owners to maintain compliance and a current in-state statutory manager. Manager will register Owner's Property as a rental annually, and Owner will cooperate fully with Manager in connection therewith – including providing the Arizona Parcel Number for each property – to facilitate registration. Manager is authorized to provide and maintain statutory Manager Service.

**f. BROKER SERVICES:** Manager's Designated Broker shall have full authority to take those steps necessary to comply with any city, county, state, and federal laws and regulations, as he/she may deem necessary in the Designated Broker's sole and absolute discretion.

**g. TAX LICENSE SERVICES:** Manager is responsible for collecting and paying all rental taxes related to the leasing of Owner's Property. Manager is hereby authorized to secure individual tax licenses for Owner as required or permitted by law. Manager will be responsible for obtaining the license or for adding each property of Owner managed pursuant to this Agreement to Manager's master license and for completing any applicable tax reports and forwarding appropriate taxes for payment. Owner agrees to cooperate fully in providing any information and assisting in submitting any required reports, tax payments, and related information or materials.

**h. MAINTENANCE AND REPAIRS:** Funds credited or held for Owner on account may be utilized by Manager to advance repairs for Owner's Property. Owner authorizes the Manager to obtain or accomplish repairs to Owner's Property as Manager deems necessary or appropriate per the tenants' lease agreement, potential HOA violations or Arizona law – in its sole and absolute discretion – utilizing funds from Owner's account. Manager agrees to make a good faith effort to obtain prior approval from Owner concerning all expenditures in excess of \$250 for any one item, except monthly or recurring operating charges or **emergency repairs** in excess of the maximum if, in the opinion of Manager, such repairs are necessary to protect the Property from damage, to prevent damage of life, limb, or property, to maintain services to the tenants, or to comply with applicable laws and other requirements. Manager may – in its sole and absolute discretion – hire, discharge, and supervise all contractors and vendors as may be required from time to time for the operation and maintenance of Owner's Property. All labor and contractors shall be deemed sub-contractors of the Owner and not the Manager unless otherwise agreed in writing, and Broker shall not be liable or responsible for the sub-contractor's acts, defaults or negligence. Therefore, Owner acknowledges that Manager in no way guarantees or warrants work performed

by any third party retained by Manager to perform work at the Property(s). Owner agrees to hold MBA Real Estate harmless from the acts of any third party except in the case of Manager's gross negligence.

(1) **HOME WARRANTY INFORMATION:** If Owner has a Home Warranty on the Property(s), Manager must be informed of the Home Warranty Company, policy number and contact information (see Mandatory Property Addendum(s)). This information must be kept up to date with the Manager. If no Home Warranty information exists on the Mandatory Property Addendum(s) or submitted in writing to Manager, it will be assumed that no Home Warranty exists and work completed that would normally fall under a home warranty policy shall be paid in full by Owner.

(2) **COORDINATION OF MAINTENANCE AND REPAIRS:** Owner reserves the right to utilize his/her own handyman/contractor for maintenance and repairs needed on property **only** if the Property is vacant. Once the Property is occupied, Manager will handle any and all repairs necessary and shall complete the work in a timely fashion as to remain in compliance with the Landlord Tenant Act.

i. **DURABLE POWER OF ATTORNEY:** A limited durable power of attorney is granted by Owner to Manager, as more fully set forth below.

**3.0 ACCOUNT DEFICITS.** Owner deficits include the current Owner account balance as well as the outstanding unpaid bills. **Owner hereby agrees to pay any deficits immediately upon receipt of monthly statement or any other notification from Manager (including verbal notification). A \$25 late fee will be assessed if payment is not received by the end of the next billing cycle/statement.** Manager and Owner agree that Manager shall have professional services lien rights for nonpayment and will be entitled to recover any and all legal, collection, or recording fees related to the existence or collection of such deficits. Owner agrees that Manager has no obligation to incur any expense when Owner does not have sufficient account reserves and/or has an account deficit. If Owner wishes to avoid such a situation, Owner should voluntarily deposit excess funds with Manager to ensure that there are sufficient account reserves.

**4.0 HOMEOWNER'S ASSOCIATION(S).** Due to the difficulty involved in working with some homeowner's associations ("HOA") and their affiliated management companies, Manager disclaims (and Owner agrees to permit Manager to disclaim) all liability for any enforcement of HOA rules, regulations, or CC&R's and any associated fees, costs, or penalties. Manager will work in good faith with the HOA/management company, Owner, and tenant in attempting to comply with HOA requirements.

**5.0 INDEMNITY AND INSURANCE.** Owner agrees to indemnify, defend, and hold Manager harmless with respect to all costs, expenses, attorney fees, liabilities, damages, claims for damages, theft, injury or death to any person or persons, or damage to any property, rights, or interests of any kind whatsoever, caused or alleged to have been caused, in whole or in part, but the acts of omissions, and/or conduct of Owner. Manager agrees to indemnify, defend, and hold Owner harmless in connection with any intentionally tortuous conduct on the part of Manager. The indemnity obligations arising hereunder shall survive termination of this Agreement. Owner also agrees to carry at Owner's expense public/general liability and property damage insurance with Manager as additional insured on the insurance policy as shall be adequate to protect the interests of Owner and Manager.

**6.0 SWIMMING POOL BARRIER REGULATIONS.** Owner, at Owner's expense, shall comply with all applicable state, county, and municipal swimming pool barrier laws or regulations prior to the Property being occupied.

**7.0 TERMINATION OF AGREEMENT.** Termination of this Agreement may be made by Manager or Owner for any reason or no reason **with a 30-day advance written notice.** Once notice of termination has been sent, Manager is not required to incur any further costs including advertisement or repairs unless Owner has subsequently supplied funds and written instructions to continue maintenance in progress. Final closeout paperwork will be available at final

closeout including an estimate of final utility bills (if applicable) and will be mailed to owner including all keys and a closeout check for any funds due. Owner may request early release of keys to the Property upon written request and full payment for any and all outstanding bills.

**8.0 DISPUTE RESOLUTION AND APPLICABLE LAW.** Any disputes arising under this Agreement or otherwise between or among Manager and Owner and any of their respective employees, principals, Designated Broker(s), officers, directors, agents, representative or affiliates – in any way related to the subject matter and services discussed herein – then such dispute shall be submitted to binding arbitration; who must be an attorney admitted to practice in Arizona; selected by Manager in its sole and absolute discretion – with the prevailing party or parties to be awarded his/her and/or their reasonable attorneys’ fees and costs incurred in connection therewith. If either party refuses to arbitrate or desires to challenge an arbitration award in the limited manner permitted under Arizona law, then suit may be initiated in Maricopa County Superior Court seeking an order compelling arbitration and/or challenging the arbitration award, and the prevailing party or parties in such suite shall also be awarded his, her, its, and/or their reasonable attorneys’ fees and costs. The parties further agree that venue shall be in Maricopa County Superior Court and waive the right to a trial by jury in connection therewith.

**9.0 INTEGRATED AGREEMENT.** This is a completely integrated Agreement, and no oral or other modifications thereto will be enforceable unless accepted or admitted to by the party to be charged with such additional obligation and/or detriment – in writing.

**10.0 ADDITIONAL DOCUMENTS AND ACTIONS.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate in Manager’s sole discretion to give full force and effect to the basic terms and intent of this Agreement and all addendums to add additional property(s).

**11.0 COMPREHENSION OF AGREEMENT.** In entering into this Agreement, Owner acknowledges having completely read and understood this Agreement and confirms that all terms and conditions of this Agreement are voluntarily accepted by Owner.

**12.0 DISCLOSURE.** Owner shall disclose in writing all material (important) facts regarding the Property to Manager, including all physical, environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety codes. Owner shall immediately notify Manager of any changes in the disclosures made herein or otherwise. Owner acknowledges that the failure to make legally required disclosures may result in civil liability.

**13.0 LEGAL & TAX ADVICE.** Owner recognizes, acknowledges, and agrees that Manager is not qualified or licensed to provide legal or tax advice. Only an attorney is qualified to represent the Owner in court. Owner shall consult with an attorney, professional tax consultant, or other qualified licensed professional to advise Owner with respect to legal and/or tax issues.

**14.0 SUCCESSORS IN INTEREST AND ASSIGNS.** This Agreement contains the entire agreement between the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. Under no circumstances may a tenant or a lender be deemed to be an intended third party beneficiary of this Agreement or otherwise have any right to enforce any portion thereof.

**15.0 COPIES AND AUTHORITY.** Copies of this Agreement (including copies of signatures) shall be fully enforceable as originals, and the undersigned warrant and represent that they have authority to execute this Agreement on behalf of Manager and Owner, as indicated below. Owner warrants and covenants that decisions regarding the subject property, and that Owner is authorized to enter into this Agreement and grant Manager the rights and powers set forth herein

without additional authority or approval from any other person or entity. In addition, Owner acknowledges and understands that any handwritten changes to this Agreement are non-binding and the original terms and conditions set forth in this Agreement remain binding and in effect.

**16.0 OPERATING RESERVES.** Owner agrees to maintain a reserve account for each property. The required minimum reserve per property is **\$250**, to be used on Owner's behalf for property maintenance, utilities, and/or rent enforcement. If Owner desires Manager to handle and maintain the appropriate utilities associated with the property(s) regardless of the property's occupancy status, Owner hereby acknowledges and understands there will be a **\$50** setup fee when applicable per property for this service and the operating reserve must be maintained at **\$500** per property.

**17.0 ADVERTISEMENT / MARKETING / LEASING.** Owner agrees to provide Manager with complete property information with property details and pricing for Manager's reference and use in advertising and marketing each property. Owner will pay a flat **\$475** for marketing and leasing each vacant property until a new tenant is secured. All advertising will be at Manager's discretion until a new tenant is secured. If Owner provides a potential tenant to be screened accordingly by MBA Real Estate, a \$200 flat marketing fee will be assessed. However, if this occurs, Section 19.0 does not apply and no guarantee shall be implemented on tenant placement. Owner grants Manager – in Manager's sole and absolute discretion – the authority to use those marketing tools that will in Manager's opinion have the greatest ability to secure a tenant for the property. Marketing tools may include but are not limited to Multiple Listing Service (MLS), property lists, internet postings, signage, internet web site usage, newspaper advertising, and networking resources.

**18.0 SUMMARY OF FEES.** Owner hereby understands the pricing structure shown below is Manager's standard fee structure. Any adjustments to the price structure below **must** be notated on an attached separate Addendum.

**A. TO COMMENCE SERVICES:**

- (1) **NO** Initial Setup Fee
- (2) A **\$250** minimum operating reserve (owner's account) per property which is to be maintained throughout the contract period

**B. ADDITIONAL FEES:**

- (1) The monthly management fee per property/unit is **8% of the monthly rent collected** – no charge if property is vacant or if rent is not collected
- (2) A flat **\$475** marketing and leasing fee if required – **charged after tenant is secured**
- (3) A **\$150** lease renewal fee will be charged for all lease renewals
- (4) A **\$75** annual accounting fee (charged every November), which is utilized for:
  - (a) Auditing of prior year's accounting
  - (b) Producing a twelve (12) month summary statement
  - (c) Processing 1099's for your rental income
- (5) A **\$75** annual accounting fee (charged every December), which is utilized for:
  - (a) Setting up the annual requirements for privilege taxes per property
  - (b) Setting up and updating Owner files for the upcoming year

All fees listed in this Agreement are subject to change from within Manager's sole and absolute discretion. Manager agrees to provide 30-days advance written notice of any increase or decrease in fees charged to Owner.

**19.0 1 YEAR PERFORMANCE GUARANTEE.** Manager and Owner agree that the best effort will be expended to finding good paying tenants. In the unforeseen event a (Manager placed) tenant requires eviction or skips out within

the first twelve (12) months of a twelve month lease or greater, there will be no advertising/marketing/leasing fee charged to secure a new tenant. No exceptions.

**20.0 FORECLOSURE(S) / SHORT SALE(S) / SALE OR TRANSFER OF PROPERTY.** By signing this Agreement, the Owner hereby confirms that the property(s) being signed under MBA Real Estate management are not in jeopardy of going into foreclosure(s). In addition, the Owner acknowledges that if said property(s) go into foreclosure, it is the Lessee's right to receive a full refund of their security deposit and terminate the Lease without any repercussions. In the event Owner decides to sell, exchange or transfer the Property, Owner shall notify Manager immediately.

**21.0 TENANT'S SECURITY DEPOSIT(S).** By signing this Agreement, Owner hereby understands and acknowledges: if Owner's property(s) is occupied at the time the property(s) is signed up under MBA Real Estate management, Manager requests any and all security deposits be transferred to Manager. The security deposit needs to be held by the Manager in the Broker's non-interest bearing Trust Account. Upon the receipt/delivery of a 30-Day Notice to Vacate (NTV) from/to the Tenant, Manager requires Owner to immediately transfer the Tenant's Security Deposit to Manager, if not previously submitted. According to the Arizona Landlord/Tenant Act, Section § 33-1321, within 14 business days, excluding Saturdays, Sundays, and other legal holidays, after termination of tenancy and delivery of possession, the Landlord/Manager shall provide the Tenant with an itemized list of all deductions together with the amount due and payable.

**22.0 OWNER'S CONTACT INFORMATION.** Owner certifies the following information is true and accurate and covenants and warrants that he/she will at all times keep Manager promptly updated regarding all such information so long as this Agreement remains in effect:

Owner's Address: \_\_\_\_\_

Home Phone#: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Second Cell Phone #: \_\_\_\_\_

Second Email: \_\_\_\_\_

Any additional notes and/or contact information:

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**LIMITED DURABLE POWER OF ATTORNEY**

Owner, as principal, hereby appoints Manager as Owner's agent – with a limited durable power of attorney relating to the Property identified in this Agreement and Addendum(s) until the expiration or earlier termination of this Agreement. This power of attorney will not be affected by subsequent disability or incapacity of Owner or lapse of time – so long as the Agreement has not been terminated by expiration or otherwise. As part of this durable power of attorney, Manager is authorized to make contracts for any and all utilities including electricity, gas fuel, water, and the like; advertising; trash or garbage hauling; and any other services or products as Manager may deem advisable. Owner agrees to be bound pursuant to the obligation of any contract(s) so entered into. Owner grants Manager durable power of attorney to put these services in place in Owners' name with billing delivered to the address designated by Manager, as signed below. This limited durable power of attorney does not allow the Manager to sell or dispose of the property and is intended for strict use in managing the property in the Owner's absence. Nothing in this power of attorney shall be deemed to create any liability on the part of Manager except as expressly provided in the Agreement.

This eight (8) page Agreement is entered into on \_\_\_\_\_.

Owner Signature: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN / EIN: \_\_\_\_\_

SSN / EIN: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

Broker Signature: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



## **MOLD & LEAD-BASED PAINT DISCLOSURES**

Address: \_\_\_\_\_

Please complete the following questionnaire for each property signed up for MBA Real Estate management. Because of the potential health concerns, these questions require you to disclose any known concerns regarding mold and lead-based paint.

### **MOLD**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Are you aware if the property has ever been flooded?      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are you aware of any water damage at the Property?        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Are you aware of any water leaks of any kind?             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Are you aware of any past mold growth on the Property?    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Are you aware of any present mold growth on the Property? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If you answered "Yes" to any of the questions above regarding mold, please provide all applicable property addresses, explanations and provided details of the current status:

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### **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS**

#### **Lead Warning Statement**

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Before renting a pre-1978 house, the Owner must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling so the Tenant may be properly notified.

**Owner's Disclosure – Property built prior to 1978**    ☐ **Yes**    ☐ **No** *(if "Yes", the following must be completed)*

(a) Presence of lead-base paint and/or lead-based paint hazards: *(Check (i) or (ii) below)*

- (i)    ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing *(explain below)*
- (ii)   ☐ Owner has no knowledge of lead-based paint and/or lead-based paint hazards are present in the housing.

(b) Records and reports available to the Lessor: *(Check (i) or (ii) below)*

- (i)    ☐ Owner has provided Manager with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing *(list documents below)*.
- (ii)   ☐ Owner has no reports or records pertaining to the lead-based paint and/or lead-based paint hazards in the housing.

If "(i)" was selected above, please provide all applicable property addresses and with an explanation below:

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**MANDATORY PROPERTY ADDENDUM # \_\_\_\_\_**

Owner hereby acknowledges that property/unit information shown below is accurate. This Mandatory Property Addendum is required for **each** property Owner signs up for MBA Real Estate management. Information provided below will reflect in the Marketing and Advertising efforts by MBA Real Estate.

**Property Address:** \_\_\_\_\_ (Address, City, St, Zip)

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

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

**Items Included in Rent:** None ☐

Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Garbage ☐ Pool Service ☐ Landscaping ☐

**Pets:** No Pets ☐ No Cats ☐ No Dogs ☐ Other Pet Restriction(s) ☐: \_\_\_\_\_

**INCENTIVE(S)**

Owner elects to utilize the following Tenant Incentive to potentially lease the rental property more quickly and minimize vacancy loss:

- ☐ No Tenant Incentive at this time ☐ 1<sup>st</sup> Month Free on a 24 month or greater lease  
☐ 2 Weeks Free on a 15 month lease

Owner elects to offer the following Lease Terms:

- ☐ Any Term ☐ 12 Months  
☐ 15 Months ☐ 2 Years

**Begin marketing property at \$ \_\_\_\_\_ Minimum rent accepted: \$ \_\_\_\_\_**

**\*\* Manger shall commence Marketing at the “Begin marketing property” amount shown above; however, Manager reserves the right to accept any offer above the “Minimum rent accepted” amount shown above from any qualified potential tenant. \*\***

Owner Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

## **MAINTENANCE AND LEGAL FEE STRUCTURE**

MBA Real Estate believes that along with good management and an open professional relationship with MBA Real Estate owners, full disclosure of fees is a must. MBA Real Estate does not upcharge any maintenance items (labor or materials) but may receive up to 25% off the Vendor's invoice for early payment as compensation for the maintenance coordination. The following is a standard breakdown of MBA Real Estate's maintenance and legal fees;

### **Standard Maintenance Fees**

- **Inspection Fee: \$75** – this inspection Fee is free of charge for the initial inspection of the property/unit when first signed up under management. Inspections are performed and the fee is charged after the tenant vacates the property.
- **Standard Trip Charge: \$40** – this fee is charged when maintenance visits the property/unit to assess or perform maintenance requests. The Standard Trip Charge also encompasses pre-move in inspections and 48-hour inspections.
- **Rekey Fees: \$80** for up to 6 keyholes & \$12.50 for each additional keyhole- this service is performed and the fee is charged upon tenant eviction or abandonment. The tenant is responsible for the cost to rekey upon vacating the property at the end of the lease term. Additional charges may apply for Schlage locks.
- **Labor Rates:**
  - Landscaping & Grounds Maintenance: **\$40** per man hour
  - General & Specific Maintenance: **\$50** per man hour- including plumbing & electrical.
- **Materials Cost(s):** The materials utilized in completing a maintenance request is a straight pass through to the owner – meaning, what Home Depot or any other supplier charges MBA Real Estate, is charged directly to the owner.

*Note: If it is determined that the reason for the maintenance request is due to tenant neglect or cause, the tenant will be charged for services rendered.*

### **Standard Legal Fees**

**(the following fees are charged only if services for each step are rendered)**

- **5 Day Notices: \$35** – charged on the 5<sup>th</sup> day after the stated due date if tenant has failed to pay the rent. This fee is not charged if the tenant pays by the end of the business day on that 5<sup>th</sup> day.
- **Attorney/Court Submission Fee: \$250** – charged on the 15<sup>th</sup> day after the stated due date if tenant has failed to pay the rent.
- **Court Appearance Fee: \$125** – charged on the 25<sup>th</sup> day after the stated due date if tenant has failed to pay rent.
- **Writ/Forcible Removal Fee: \$175** – charged if Writ is served and tenant is evicted. (\$75 is charged if Writ delivery is cancelled)

*Note: The legal fees shown above are charged to the tenant in addition to the rent due; therefore, if the tenant desires to remain in the property/unit, the rent plus any additional legal fees must be paid at which point the Owner shall be credited back the legal fees paid by the tenant. In the case of an eviction, the cost of the legal fees are deducted from the tenant's security deposit and rebated to the owner.*

## DIRECT DEPOSIT AUTHORIZATION

MBA Real Estate is hereby authorized to make deposits to my account:

Banking Institution: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
*Routing Number* *Account Number*

\_\_\_\_\_  
*Authorized Signer on Account – PRINT NAME*

\_\_\_\_\_  
*Authorized Signer on Account – SIGNATURE*

**Attach Voided Check**

## **Property Standards**

In order to effectively market a property for rent, it is critical that it is in a well maintained and clean condition. Not only does this set a standard for the care we expect your Tenant to give the home, but it also allows us to obtain full market value for rents, and do so with the fewest days of lost rent.

The following guidelines have been developed as a standard for all new properties enrolled for management, as well as currently managed homes that become vacant:

### **Interior Maintenance**

All **smoke alarms** must be in working condition, all **furnace filters** and air **vents** should be free of dust and lint to allow proper operation. All **wiring** inside and out must be contained and out of reach, and all **outlet covers** or **switch covers** must be installed.

All **door locks** and **window locks** must operate easily and effectively, and **screens** or **screen doors** should be free of holes and fit properly.

**Door stops** should be installed or repaired for every door throughout the home. Sliding **closet doors** must be on track and slide easily.

Fresh **caulking** and or **grout** should be applied around tubs and showers to protect the structure and to provide a sanitary environment.

**Kitchen and bathroom fixtures** should be free of leaks or drips to avoid any future damage. Any **rusted fixtures** should be replaced. **Toilets** should flush easily and be free of any obstructions. All plugs and diverters should be in good working order. **Sinks, toilets, tubs, showers, and kitchen appliances should be sparkling clean.**

All **walls, ceilings** and **baseboards** should look fresh and clean in appearance, neutral in color, and all nail holes should be filled in, textured and painted so that it blends well with the rest of the walls. Any repair larger than a dime should be textured; any repair that is made when paint doesn't blend should then be painted corner to corner. If you can look down the side of the wall and see touch up, it most likely needs corner to corner painting.

**Floor covering** should be clean and in good repair. **Carpets** should be free of stains and odors and properly stretched. All **carpets** should be professionally shampooed.

**Windows** should be clean in appearance and all **window coverings** should be clean and in good working order, including rods, drawstrings, wands and slats. Window coverings are required on all windows and door windows.

## **Property Standards (cont.)**

### **Exterior Maintenance**

All **landscaping** should be neat in appearance, adequate rock coverage for desert landscaping, **grass mowed** and watered regularly, any **holes in yard** should be filled in to avoid an accident. Bedding should be free of weeds. **Trees and shrubberies** should be trimmed back from walkways and from driveway, roof, and exterior walls. **Fencing** should be in good repair with adequate locking mechanisms when required. Sprinkler systems should be maintained to protect plants, trees, and grass.

**Exterior walls** and **roof** should be free of peeling paint, missing tiles or shingles. If **gutters** are present they should be adequately attached and free of holes and clear of debris.

**Any items or debris** left behind should be removed including fertilizers, or any chemicals other than paint. Cans, planters, hoses or lawn equipment must be removed. Oil or grease stains on the driveway, walkway, carport or garage should be removed.

If there is a **pool**, all city requirements regarding gates, locks, or fencing will be strictly enforced.

This full list of items may not be required but this a great comprehensive list that identifies how to put the property's "best foot" forward and create the greatest appeal and desire, as to minimize the vacancy while providing a quality product to create positive relationships. This also helps set a precedent and standards for the condition the property is to be used in and returned in.