



Metropolitan Real Estate

Property Management Agreement

PARTIES:

This agreement is made between the following Property Owner (s) and Property Manager:

Property Owner or Entity Name _____

Hereinafter referred to as Owner, and Metropolitan Real Estate Company 11 LLC, an Arizona Limited Liability Company, Hereinafter referred to as Broker. All notices required to be given hereunder shall be in writing and delivered to the parties via fax and/or U.S. Postal Service.

The Owner hereby employs and grants Broker the exclusive right to rent, lease, operate and manage the Property (ies) described below (collectively referred hereinafter as the "Property") for a period commencing _____ and terminating on _____. At the termination date this agreement will automatically renew for a one year period with any applicable changes including fees. If Broker does not receive a notice from the Owner within 30 days of the termination date stating their intent to terminate this contract, this contract will automatically renew for a maximum of 10 one year periods.

PROPERTIES TO BE MANAGED UNDER THIS AGREEMENT: See Attachment "A"

OWNER REPRESENTATIONS: Owner (s) has the (i) legal authority to lease the property, (ii) no other real estate broker represents Owner in connection with the management of Property (iii) there is no pending or anticipated foreclosure, bankruptcy or other proceeding that could affect the ability to lease the Property. Owner warrants that he/she is the owner of the Property and is authorized to enter into this agreement.

BROKER RESPONSIBILITIES:

Broker shall use its reasonable efforts in the management and marketing of the Property. Broker shall operate the Property and provide those management services, including but not limited to those set forth below which are customarily provided by managers of comparable quality and type of real estate in Arizona. Owner hereby grants to Broker the specific authority and powers to perform the following actions and provide the following services:

MANAGEMENT AND LEASING; BROKER SHALL US IT BEST EFFORT TO:

- (1) Manage, maintain and Operate the Property
- (2) Lease or Rent the Property, including negotiating for and entering into lease on behalf of owner
- (3) Collect rent and security deposits, which shall be deposited in the Broker's trust account. All rents will be sent to Owner with the exception of the Reserve Account. Broker reserves the right to have the account bear interest for the benefit of the Broker.

MARKETING: Broker may advertise the property for lease which includes Sign on Property if permitted by the applicable rules and regulations, Lock Box, MLS Listing, Craig's List Ads, Back page, Section 8 Housing, Military Housing Publications, Daily/Weekly Street Signage and Extensive Internet Marketing. Owner authorizes Broker to install and use a lockbox on the Property containing the key to the Property. Owner acknowledges that a lockbox will permit access to the Property by other MLS Brokers, with or without potential tenants. Owner further acknowledges that from time to time unauthorized persons may have gained access to properties using lockboxes and Broker is not insuring Owners or any occupant against theft, loss, or vandalism resulting from any access. Owners agrees that the Property will be advertised though MLS Yes NO

TENANT PERFORMANCE: Broker shall make reasonable efforts to screen potential tenants(s) and to collect rents, but does not guarantee future performance of tenants(s) and is not obligated to refund to Owner any compensation or commission in the event of tenant breach.

TENANT SCREENING: Prospective tenants complete Broker's rental application and qualifying process, which includes a complete third-party credit check, employment verification and current residence check. The prospective tenant pays all cost of that investigation. Broker and its representatives will make reasonable efforts to obtain accurate information regarding prospective tenants. However, information accuracy is limited by the 3rd party information provider. **BROKER IS NOT RESPONSIBLE FOR INACCURATE OR INCOMPLETE INFORMATION.** Owner agrees to allow Broker to use discretion and judgment in securing a lease and enforcing the terms or conditions of said lease and does not hold the Broker responsible for making any rental payments or other costs not paid by tenants. Broker will use reasonable effort to secure the most appropriate tenant candidate possible and will provide reasonable tenant screening information including credit checks, employment verification and a current residence check. All tenant candidates who exhibit a FICO score of 520 or higher, have a twelve (12) month history of rental or mortgage payments with no late payments during that period, are employed full time and otherwise conform to any special Owner directives may at Broker's discretion be approved to lease the Property and Owner hereby specifically authorizes Broker to take such action. All tenant candidates who do not meet these screening requirements shall be referred to Owner for review and final decision. Owner agrees to hold Broker harmless for any actions of the tenant. Broker is to retain application and credit check fees paid by all prospective tenants. The Owner authorizes the Broker, in the exercise of Broker's sole discretion, to perform all necessary services required when the tenant is delinquent with rents including but not limited to: termination of lease(s), contracting eviction procedures through an attorney, sign papers for legal process, recover possession of the Owner's Property, re-instate tenancies and/or release such actions



of lawsuits as the Brokers feel necessary to protect the Owner and/or Broker's interest. All charges are billed to tenant but Owner is responsible in the event tenant does not pay. Cost may include special mailings, long distance phone calls, process services, attorney fees, and bookkeeping fees to provide attorney with documents to file court cases

ACCOUNTING: Broker will maintain accounting for all receipts and disbursements. Broker agrees to submit monthly reports of all activity on the Properties. All statements shall be mailed, faxed or e-mailed to the Owner no later than the 5th day of each month for the previous month's activity, excluding holidays and weekends or within a reasonable time thereafter. Requests for duplicate reports/statements and/or questions regarding statements must be submitted in writing with a copy of the actual statement attached. Broker agrees to process these requests and questions at no charge if submitted by the last business day of the month in which the statement was sent. If a request or question is submitted 60 days after the end of the month in which the statement was sent, Owner agrees to pay Broker \$50 each hour spent doing the research. Broker does not provide debt services of any kind.

PRIORITY OF MONIES: Rents and charges collected from tenants shall be disbursed in the following order of priority: a) Broker's fees, b) Reimbursement of Broker for out of pocket expenses, c) Payment to vendors, d) Reserve account when agreed upon, and e) Balance to Owner.

PROPERTY REPAIRS & MAINTENANCE: Owner's account may be utilized by Broker to advance repairs for Owner's Properties. Owner authorizes the Broker to use its judgment to effect repairs to the Owner's Property as circumstances may demand. Broker may make or cause to be made, repairs as may be required by law or the existing lease agreement between the Owner and the tenant. The Broker will pay any bills and charges from the Owner's trust account. The Broker agrees to secure prior approval of the Owner on all expenditures in excess of Four Hundred Dollars (\$400.00) for any one item, except monthly or recurring operating charges or emergency repairs, if in the opinion of the Broker, such repairs are necessary to protect the Property from damage, or to prevent damage to life or to the Property of others, or to avoid suspension of necessary services, or to avoid penalties, or to maintain services to the tenants as called for in their Lease. Broker may hire, discharge and supervise all contractors as may be required for unless otherwise noted. BROKER is authorized by OWNER to use a "handyman" and not necessarily a "licensed contractor" for work performed on the PREMISES. Extensive repairs such as electrical, plumbing and roof will be done by a licensed contractor when necessary. Owner agrees to hold Broker harmless except for gross negligence as defined by Arizona Revised Statutes. Broker shall on behalf of the Owner, hire, supervise, and discharge all independent contractors required for the maintenance and operation of Owner's Property. Independent contractors are not required to be licensed contractors. In consideration of these additional management services provided, Broker shall be entitled to receive in addition to the monthly management or rental fee as additional compensation for its services, credits for volume discounts allowed or provided by independent contractors. Such credits shall be retained as additional compensation by Broker. Owner shall be charged and shall pay the independent contractors retail charges as invoiced by the independent contractor at cost, plus 10% payable to Broker.

OWNER SELF PERFORMING REPAIRS AND MAINTANCE: Owner may from time to time determine to self perform repairs or maintenance item. Broker will forward the subject work order and time line to Owner of the required repairs needed, Owner will complete those repairs and notifying broker of the completion of that work order along with photo's and back up documentation for owners files. Owner will hold Broker harmless for any defects or cost associated with those repairs or maintenance done by Owner or Owners own Vendors. Broker will charge a service fee of \$45.00 per work order to Owner.

NO OBLIGATION TO PROVIDE CREDIT: Broker is not under any obligation to incur any debt or pay for any expense related to the Property if the funds are not available in the Owner's Account. Owner(s) hereby waive any claim for damages against Broker for non-payment of any charge, fee or expense associated with the Property if the funds necessary are not available in Owner's Account.

PROPERTY INSPECTIONS: Broker recommends semi annual inspection of each rental unit.

RIGHT TO CONTRACT ON BEHALF OF OWNER: Broker is to make contracts for advertising, electricity, gas, fuel, water, trash, or rubbish hauling and other services as Broker may deem advisable; the Owner is to assume the obligation of any contract so entered into.

COMPLIANCE WITH LAWS: Broker's designated broker shall have full authority to take those steps necessary to comply with any city, state and federal laws and regulations, as he/she may deem necessary at their sole discretion. The Owner will hold the Broker and the designated Broker's broker harmless for actions taken in the exercise of the Broker's discretion.

RENTAL TAXES & LICENSING: Owner is responsible for rental taxes. Broker is hereby authorized to secure individual tax licenses for Owner (as required). Owner is to pay individual license fees. Broker shall forward collected rental taxes to appropriate agency and process the monthly tax forms for the Owner. Broker is to charge \$50.00 annually for obtaining each city license if required. Pursuant to ARS-#33-1901 &1902, Owner is to maintain compliance and remain current with state laws. Broker is to register Owner annually, and provide and maintain Statutory Broker service. Broker is to charge \$50.00 annually to maintain compliance.

COLLECTION & ENFORCEMENT: Broker shall in the exercise of its reasonable discretion, take all reasonably necessary enforcement actions when a tenant is delinquent in the payment of rents and other charges due under the Lease, or otherwise breaches any other material terms or condition of the Lease including, but not limited to: termination of tenancies, instituting a special detainer action, sign papers for legal process, recover possession of the Owners Property, re-instate tenancies and/or release such legal actions. All charges related to such enforcement actions shall be billed to tenant as additional rent; however, the Owner is responsible to pay the cost upon demand. Cost may include but is not limited to late fees, special mail fees, long distance calls, process services, attorney fees, and bookkeeping fees. Broker shall retain any and all late fees, charges, etc as compensation for those additional services. Any cost ultimately recovered from the tenant shall be credited to the Owner's account.

EVICTION JUDGEMENT AND GARNISHMENT: In the event Legal Action is required, Owner shall pay Broker \$100 as compensation for Broker's costs incurred in connection with such legal proceeding. This fee will cover the cost of all court appearances and coordination with collection agency. In the event any money is recovered from those collections efforts, Broker shall be entitled to 25% of the net amount recovered and Owner to 75% of the net amount recovered. Owner acknowledges that Broker may contract with third parties to collect past due balances and that said third parties may retain a portion of any monies collected as compensation for their efforts. Broker is under no obligation to attempt to collect past due balances and shall pursue such collections in its sole discretion.

OWNER RESPONSIBILITY:

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

LEAD BASED PAINT: If the Property was built prior to 1978, Owner shall notify Broker of any known lead base paint ("LBP") or LBP hazards in the Premises and provide Broker with and LBP risk assessment or inspection of the Property. Owner shall comply with all LBP laws.

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

DOCUMENTATION: Owner shall provide to Broker copies of all Relevant documents pertaining to the Property, including but not limited to covenants, condition, and restriction (CC&R), homeowners association governing documents, service contracts, lease agreements, notices of pending special assessments, association fees, claims or litigation, any personal property lists and any other agreements, documents, studies or reports relating to the property.

RESPONSIBLY TO TENANT: Owner shall fulfill all Owners' obligations to Tenant pursuant to the Lease/rental agreement as is required by law.

PROPERTY VISITS: Owner shall notify Broker before visiting Property or Contacting tenant.

BROKER'S EMPLOYEES: Owner shall not hire or contract with any employee of Broker to do any work or perform any service related to the property without Broker's written consent.

REGISTRATION AND LICENSURE: Owner at Owners' expense shall register the Property with the County Assessor and if residing out-of-state, designate Broker as Statutory Broker who will accept legal service on behalf of Owner. Owner agrees to purchase any business license or other licenses required by the applicable government authority.

OPERATING RESERVE ACCOUNT: Owner agrees to maintain a Reserve Account for each property. The required reserve per Property is \$400.00. Owner may satisfy the reserve requirement by providing a **valid credit card authorization to Broker**. Such authorization shall include all information required by Broker and shall give Broker the right to process charges to Owner's valid credit card in Broker's sole discretion. Broker is not required or obligated to incur any expenses, including but not limited to, advertisement or repairs, unless and until Owner's account includes the required minimum reserve. Owner hereby expressly waives any and all claims against Broker for any damages arising out of the failure to pay any expense or cost related to the Property, when such failure is due to insufficient funds in Owner's Account and/or Broker's inability to process charges to Owner's credit card.

INSURANCE: Owner, at Owner's sole expense, shall maintain adequate homeowner's insurance, public liability insurance and any other necessary insurance on the Property in an adequate amount to protect the interest of the Owner. Owner shall name broker as co-insured on all insurance policies covering the Property and provide the Agent with Certificate of Insurance or copies of the policies. Such insurance shall remain in full force and effect during the term of this agreement and any renewals thereafter.

LEGAL AND TAX ADVICE: OWNER recognizes, acknowledges and agrees that Broker 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 profession to advise owner with respect to legal or tax issues.

PRIOR MANAGEMENT CLAIMS: Owner hereby expressly releases, hold harmless and indemnifies Broker for any and all claims, liability, damages or legal action in connection with prior management of the Property and/or any deposits not released to Broker.

RELEASE OF CLAIMS: Owner shall indemnify, defend, save and hold harmless Broker, its directors, officers, employees, brokers, representatives, successors and assigns except in cases of fraud, willful misconduct or gross negligence of the Broker, from: (i) all claims arising out of the course of Broker's duties in connection with the management and where applicable, the leasing of the Property and from liability for injury suffered by Tenant or third parties while on the Property and for any damage to the Property; (ii) all claims arising from Broker's failure to make any payments to the extent Owner fails to make funds available as required herein; (iii) all claims made or brought by Owner's employees or their representatives arising from, or in connection with such employee's employment with Owner, including by way of description, but not by way of limitation, any claims arising out of or related to any violation of applicable laws or regulations in employment, Owner further agrees to reimburse Broker for court costs and other reasonable expenses, including reasonable attorney's fees, incurred by Broker in defending any action brought against Broker for injury or damage claimed to have been suffered upon the Property, except such claims arising from the fraud, willful misconduct or gross negligence of Broker, its employees and brokers. Broker shall not be liable for any good faith error of judgment or for any mistake of fact or law, or anything which it may do or refrain from doing in good faith and in pursuance of its duties and activities hereunder or for any other matter unless and until Owner delivers to Broker a written Notice of Default and said default remains uncured for 15 days thereafter unless such matter cannot be reasonably cured within 15 days and in such case, within a reasonable time thereafter but in no event later than 30 days. This indemnity shall survive the expiration or termination of this Agreement for any reason.

EQUAL HOUSING OPPORTUNITY: Owner acknowledges that they are aware of Federal and Local Fair Housing Laws and understands that Broker will act according to their provisions. If Owner should at any time request Broker to disregard Fair Housing Laws and/or State or Local Landlord/Tenant Laws, this contract shall be terminated immediately and the management fees for the balance of this contract or \$500.00 whichever is greater will be due upon termination.

FORECLOSURE: Owner shall keep all loan obligations, property taxes, association fees and any other obligations which could lead to a foreclosure action current and paid in full as required. Owner shall notify Broker within ten (10) days, or as prescribed by law, after receipt of notice of any Trustee Sale or judicial foreclosure related to the Property. Owner authorizes Broker to immediately raise Owners property reserves to hold all funds in trust pending a determination of liability to Owners Tenant or any third parties. Broker understands that Owner may have other options Owner is pursuing to avoid any involuntary sale such as loan refinance, loan modifications, short sale, etc. Broker will work with Owner during this process to provide information about the property and work

Owners Initials _____



with Owner's tenant on inspections. Owner will hold Broker harmless and indemnify Broker for any liability in relation to Owners Property.

INQUIRES/ NEGOTIATIONS: Owner shall refer all inquiries regarding the Property, including inquires regarding lease or lease renewals to Broker and all negotiations regarding the Property shall be conducted solely by or under the direction of the Broker.

SALE OR TRANSFER OF PROPERTY: In the event Owner determines to affect the sale, exchange or transfer of the Property, Owner shall notify Broker immediately.

MORTGAGE PAYMENTS: Owner is responsible for making all mortgage payments if applicable.

UTILITIES: Owner is responsible for all utilities during times of vacancy.

ACCOUNT DEFICITS: In the event the disbursements shall be in excess of rents collected by Broker or Owner's Reserve Account does not equal or exceed the required reserve specified in the preceding section, then Owner hereby agrees to pay such deficit immediately upon receipt of notice from Broker and Owner expressly authorizes Broker to automatically debit Owner's credit/debit card. Owner acknowledges that he/she has provided Broker with Owner's credit/debit card information for the express purpose of funding any shortfall in required Reserves. Any amounts not received from Owner within 10 days of notice thereof shall be immediately charged an administration fee equal to the greater of \$50 or 10% of the account deficit. An additional fee of the greater of \$50 or 10% of the deficit will be charged on the 5th day of each month on any deficit balance until deficit is satisfied and the Owner's account balance includes the required minimum reserve amount. Both parties agree that Broker shall have professional services lien rights for nonpayment and will be entitled to an additional collection fee of \$250 plus any and all legal or recording fees related to such action. All collection costs and expenses will be added to the amount due.

HOME OWNERS ASSOCIATION: Broker shall make homeowners association and property management fee payments for owner. Broker will use due diligence to make payments by the 5th day of each month, as long as Owner has the necessary funds to cover the payment. Broker will not be responsible for payments not received in a timely manner by homeowners associations, nor will Broker be held responsible for any late fees, due to the great degree of difficulty in working with some Home Owners Associations and their affiliated management companies. Broker will assume no liability for an enforcement of HOA rules, regulations or CC&R's. Broker will work in good faith with the HOA, Management Company, Owner and tenant. Owner understands that he may be charged for additional time needed to deal with the HOA and/or their management company. In the event the Broker is asked by the Owner, or is required to undertake work exceeding the duties outlined in this contract that are unusual to normal management, the hourly fee for additional services will be \$50.00 plus any additional costs.

HOME WARRANTY: If owners use a warranty company, Broker reserves the right to charge a \$50 per hour administrative fee with a \$25 minimum charge per contract or occurrence. If the Owner has a Homeowner Warranty contract for repair services in place at the signing of this agreement or put into place subsequent to signing this Agreement, then Broker shall not be held liable or financially responsible, for any repairs authorized by Broker and paid from Owner's account when, in fact, those costs could have been reimbursed under the Home Warranty Program, unless Owner makes Broker aware and provides Broker with a copy of the Homeowner Warranty contract prior to maintenance being performed. If Owner desires to renew Homeowner Warranty, Broker shall have no responsibility for coordination of such. Owner takes complete liability for such renewal and coordination of Owner's Homeowner Warranty.

TERMINATION & CANCELLATION: Owner or Broker has the right to terminate this agreement by providing a 15-day written notice informing the other party of the decision. Notice must be sent via certified mail. Broker is not required to incur any further cost including advertisement or repairs unless Owner has supplied funds and written instruction to proceed with marketing the Property or continuing maintenance in progress. Owner has the responsibility to pick up all records, documents, keys etc., at Broker's business office listed above within 5 days of completion of the 15 day notice. Broker shall retain all future management, leasing, fees, etc. through completion of the 15-day notice period. Both parties agree to accept this as liquidated damages from the cancelled contract. If Owner cancels or in any other manner terminates this contract after a six month period of time has elapsed, a cancellation fee of \$250 shall be owed by Owner to Broker.

DISPUTE RESOLUTION:

MEDIATION: Owner and Broker agree to mediate any dispute, claim or controversy arising between them regarding the terms of this agreement, or any resulting transaction, before resorting to arbitration or court action, if, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

ARBITRATION OF DISPUTES: Owner and Broker agree that any dispute, claim or controversy arising between them regarding the terms of this agreement which is not settled by mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive Arizona law. The parties covenant that they will participate in the proceedings in good faith and that they will share equally in its costs including, without limitation, the arbitrator's fees, provided that each party shall bear its own attorneys' fees in connection with any arbitration. The provisions of this paragraph may be enforced by any court of competent jurisdiction, and, in the event that the arbitration process continues through and including final determination of liability in accordance with this provision, the prevailing party shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered. Judgment upon the reward of the arbitrator(s) may be entered in any court of competent jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

EXCLUSION FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract; (ii) an unlawful detained action; (iii) the filing or enforcement of a mechanic's lien and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the mediation and arbitration provisions hereof.

COMPLIANCE WITH LAWS AND CONTRACTS: Broker shall have full authority to take those actions necessary to comply with any city, state and federal laws and regulations, as deemed necessary at Brokers sole discretion. The owner in the exercise of the Broker's discretion will hold the Broker, Metropolitan Real Estate Company 11 LLC, its employee, independent contractors, and associates harmless, in the absence of those acts that constitute gross negligence as defined by Arizona Revised Statutes.

GENERAL PROVISIONS: Every term herein contained shall be deemed a condition hereof. Waiver by Broker of any term of this agreement shall not constitute a waiver of subsequent terms. No oral agreements have been entered into between Owner and Broker.

NOTICES: Any notice, demand, delivery, request or other communication which any party hereto may be required or may desire to give shall be in writing and shall be deemed to have been properly given if addressed as set forth below and (a) if hand delivered, when delivered; or b) is mailed by United States Registered or Certified Mail postage prepaid, return receipt requested upon receipt or refusal of receipt; or (c) if by Federal Express or other reliable express service from whom proof of delivery is available; or (d) if sent via facsimile, on the day of transmission (as confirmed by sender's facsimile equipment).

CHOICE OF LAW: This agreement is made pursuant to, shall be construed in accordance with and all issues relating to the compliance with state regulatory and licensing requirements shall be governed by the laws of the State of Arizona.

JURISDICTION AND VENUE: The parties agree that any legal action arising out of or in connection with this agreement, may be brought to the appropriate Arizona court.

SUCCESSORS AND ASSIGNS: Both parties consider this written consent and grant that this agreement shall be binding upon the successors, their heirs, administrators, executors and assigns of Owner and Broker.

SEVERABILITY: If any provision or term of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent of law.

COUNTERPARTS: This agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively an agreement: but in making proof of this Agreement, it shall be necessary to produce or account for more than one such counterpart.

REPRESENTATIONS: Broker and Owner each represent and warrant that each has full power and authority to enter into this agreement and discharge their duties hereunder.

CHANGES TO CONTRACT: Broker may change various terms and conditions associated with this property management agreement. Owner will be notified of any such changes via parties via fax and/or U.S. postal service in the form of a change in terms disclosure letter. The change in terms disclosure letter will inform Owner of the change(s) made to the terms of this property management agreement and the date that the changes become effective. If you wish to reject the terms disclosed in the change of terms disclosure letter, you may do so by terminating this property management agreement in accordance with the Termination Clause under Owner's responsibility above. If Owner does not notify Broker of Owner's intent to cancel this property management agreement within 30-days of the date of the change in terms disclosure letter, then Owner will be deemed to have accepted the terms disclosed in the change of terms disclosure letter.

COMPENSATION:

MANAGEMENT FEES: Owner agrees to pay Broker a Property Management Fee as calculated by one of the following two methods:

Option 1

\$75 per Unit per month for Units 1-50
\$65 per Unit per month for Units 51-100
\$55 per Unit per month for more Units 100 +

Option 2

10% of gross collected rents per Property

Owner hereby elects Option _____

Owner hereby elects Option _____

LEASING COMMISSION: Owner agrees to pay Broker a Leasing Fee as calculated by one of the following two methods:

Option 1

\$600 per Tenant

Option 2

\$950 per tenant with replacement Guarantee if tenant Fails in first **6 Months**

Owner hereby elects Option _____

Owner hereby elects Option _____

Owners Initials _____



PROPERTY INSPECTIONS: Owner Agrees to Pay Broker for Property Inspections by one of the following methods:

Option 1
Semi Annual Inspections \$85.00

Option 2
Annual Inspections\$100.00

Owner hereby elects Option _____

Owner hereby elects Option _____

REPAIRS AND MAINTENANCE SERVICE CHARGES: Cost plus 15%

Lease Renewal: Owner agrees to pay broker \$200 for any holdovers or rental renewals.

FEES IN THE EVENT OF A SALE: If tenant purchases property: In the event the property is sold during the term or within (180) days of the expiration of this Agreement to a party residing in the property as a tenant or as a result of the Broker's efforts in securing said tenant, or any other party introduced to Owner by Broker, then Broker shall be paid a Real Estate Brokerage fee in the amount equal to Five (5) % percent of the gross sale price of the property.

If buyer is procured through broker: If during this agreement, Owner agrees to sell the Property to a person other than the tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to Five (5%) of the sales price. (This fee will cover both the seller & buyer Brokers).

Sale coordination fee: If at any time during this agreement Owner agrees to sell the Property and the Broker is not paid a fee, Owner will pay Broker \$50.00 per hour for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this paragraph are earned at the time such services are rendered, and are in addition to any other fees that may be due to Broker and payable upon Owner's receipt of Broker's invoice.

Power of Attorney/Attorney in Fact: Owner grants Power of Attorney to Broker and authorizes Broker to act as its Attorney in Fact in relation to the Property (ies) to make contracts for any and all utilities including electricity, gas, water, waste management, etc. Notice to utility companies, Owner grants Broker Power of Attorney to put these services in place in the Owner's name with billing delivered to address designated by Broker. Broker may obtain account information for the Property (ies) for all periods. Broker is further authorized to communicate and act on Owners Behalf with all HOA matters and further authorizes any tenant living in the property to interact with the HOA pertaining to matters arising from their tenancy.

Metropolitan Real Estate Company 11, LLC. _____ **Date** _____
Patricia Don Francesco (Designated Broker)

Property Owners; Individual:

Signature _____ **Print Name** _____ **SS #** _____ **Date** _____

Signature _____ **Print Name** _____ **SS #** _____ **Date** _____

Property Owner; Entity:

Entity Name _____ **Signature** _____ **EIN #** _____ **Date** _____

Owner Supplied Information

Your Address: _____ **City** _____ **State** _____ **Zip Code** _____

Email Address _____

Home Phone # _____ **Cell Phone #** _____

Work Phone # _____ **Fax Phone #** _____

Owners Initials _____



Direct Deposit (ACH) Authorization Form

Name on Account: _____

Billing Street Address: _____

Billing Zip Code: _____

Routing # _____

Account # _____

Type of Account: Checking Savings Business checking

Automatic Debit Authorization

I authorize Metropolitan Real Estate to keep my banking information on file and to process automatic deposits in accordance with the terms of my Property Management Agreement with Metropolitan Real Estate.

I understand that to discontinue this authorization I must provide written notification to Metropolitan Real Estate 30 days prior to the effective date of termination.

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Owners Initials _____





Credit Card Authorization Form

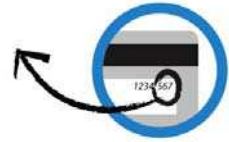
Phone # _____ Date _____

Name: _____

Billing Address: _____

Type of Credit Card: (Visa, MC, etc. **NO DISCOVER or AMEX**)

Card # _____ - _____ - _____ - _____ Exp: _____ CID Number: _____



Automatic Debit Authorization

I authorize Metropolitan Real Estate to keep my credit/debit card number on account and to process automatic debits to it in accordance with the terms of my Property Management Agreement with Metropolitan Real Estate.

I understand that to discontinue this authorization I must provide written notification to Metropolitan Real Estate 30 days prior to the effective date of termination.

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Owners Initials _____



Attachment "A"

	Address	City & Zip	Square Feet	Rent Rate
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				
<u>5</u>				
<u>6</u>				
<u>7</u>				
<u>8</u>				
<u>9</u>				
<u>10</u>				
<u>11</u>				
<u>12</u>				
<u>13</u>				
<u>14</u>				
<u>15</u>				
<u>16</u>				
<u>17</u>				
<u>18</u>				
<u>19</u>				
<u>20</u>				
<u>21</u>				
<u>22</u>				
<u>23</u>				
<u>24</u>				
<u>25</u>				
<u>26</u>				
<u>27</u>				
<u>28</u>				
<u>29</u>				

Owners Initials _____



30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

<u>61</u>				
<u>62</u>				
<u>63</u>				
<u>64</u>				
<u>65</u>				
<u>66</u>				
<u>67</u>				
<u>68</u>				
<u>69</u>				
<u>70</u>				
<u>71</u>				
<u>72</u>				
<u>73</u>				
<u>74</u>				
<u>75</u>				
<u>76</u>				
<u>77</u>				
<u>78</u>				
<u>79</u>				
<u>80</u>				
<u>81</u>				
<u>82</u>				
<u>83</u>				
<u>84</u>				
<u>85</u>				
<u>86</u>				
<u>87</u>				
<u>88</u>				
<u>89</u>				
<u>90</u>				
<u>91</u>				

<u>92</u>				
<u>93</u>				
<u>94</u>				
<u>95</u>				
<u>96</u>				
<u>97</u>				
<u>98</u>				
<u>99</u>				
<u>100</u>				