



# ROW REAL ESTATE SERVICES

## RESIDENTIAL PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT

This Agreement is made on \_\_\_\_\_, between \_\_\_\_\_ (“Landlord”) who owns or has the right to lease the Premises as defined below and **ROW Real Estate Services** (“Agent”) which is duly licensed to manage the Premises and has complied with all state and local requirements. In consideration of the mutual terms of this Agreement, the parties agree as follows:

### 1. EMPLOYMENT OF MANAGING AGENT.

**A. Employment And Acceptance.** The Landlord employs the Agent as the sole exclusive agent of the Landlord to lease and manage the Premises upon the terms and conditions provided herein. The Agent accepts the employment and shall furnish the services of the organization for the leasing and management of the Premises. The Landlord shall pay all expenses in connection with those services as provided herein.

**B. Relationship Of The Agent To The Landlord.** The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by the Agent under his Agreement shall be on behalf of the Landlord, in the Landlord’s name and for the Landlord’s account. In taking any action under this Agreement, the Agent shall be acting only as agent for the Landlord, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring the Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall the Agent at any time during the period of this Agreement be considered a direct employee of the Landlord. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that the Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement. Any delays in the performance of any obligation of the Agent under this Agreement shall be excused to the extent that such delays were caused by factors beyond the control of the Agent, and any time periods required for performance shall be extended accordingly.

**C. Description Of The Premises.** The property to be managed by the Agent under this Agreement is located at:

Street Address: \_\_\_\_\_, City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
(Lot No. \_\_\_\_\_, Block \_\_\_\_\_, in \_\_\_\_\_ subdivision) (“Premises”) consisting of the land, buildings and other improvements.

**D. Term.** The term of this Agreement shall be for an initial period of 3 months (the “initial term”) beginning on \_\_\_\_\_; and ending at the end of \_\_\_\_\_, and thereafter shall be automatically renewed each month thereafter unless terminated as provided in Paragraphs 18 (A), 18 (B) or 24. Each renewal period is referred to as a “term month.”

**2. AGENT’S COMPENSATION AND EXPENSES.** As compensation for the services provided by the Agent under this Agreement (and exclusive of reimbursement of expenses to which the Agent is entitled hereunder), the Landlord shall pay the Agent as follows:

**A. For Management Services.** The greater of (i) **\$75.00** per month or (ii) **8%** of the total monthly gross rentals due the Landlord from the Premises for properties managed by ROW Real Estate Services, payable by the 6<sup>th</sup> business day of the month for the duration of this Agreement. Payments due the Agent for periods of less than a calendar month shall be prorated over the number of days for which the compensation is due. If Tenant pays rent late AND tenant was approved and placed in the property by the Agent, the Agent will advance rent proceeds to the Landlord to ensure deposits are made by the 6<sup>th</sup> business day of the month and agent will collect rent and associated late fees to reimburse Agent.

**B. For Advertising Expenses.** To pay for all advertising expenses in relation to the above named property (See Marketing Strategy for more details on these expenses).

**C. For Additional Services.** Normal property management services do not include: any responsibility or management of personal property left by Landlord at a rental, property sales and/or showing property to real estate agents, inspectors, appraisers, or prospective buyers while property is for sale. These additional services will be provided so long as ROW Real Estate Services has been contracted as the listing agent with the property owner. Should Landlord request ROW Real Estate Services to perform services not included in normal property management and ROW Real Estate Services is not representing the property owner in the sale of the property, a fee based at \$25 per hour with a minimum charge of \$25 will be assessed. A \$35 fee for every notice served to a tenant for entry on any occupied units will also be charged if entry is considered outside normal property management services.

**D. Other Compensation.** A vacant property fee will be charged at 5% of lost rents or up to \$50 per month, whichever is more, to care take of property not available for rent due to delays by Landlord for indecision, maintenance, repairs or renovations.

### 3. BANK ACCOUNTS.

**A. Operating And/Or Reserve Escrow Account(s).** The Agent shall establish a separate account(s) known as the **Property Management** Operating and/or Reserve Escrow Account(s), separate and apart from the Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent. Funds in the Operating and/or Reserve Escrow Account(s) remain the property of the Landlord subject to disbursement of expenses by the Agent as described in this Agreement. Any Interest accrued in this account shall belong to the Agent.

**B. Initial Deposit And Contingency Reserve.** Immediately upon commencement of this Agreement, the Landlord shall remit to the Agent the sum of \$\_\_\_\_\_ to be deposited in the Operating and/or Reserve Escrow Account(s) as an initial deposit representing the estimated disbursements to be made in the first month following the commencement of this Agreement

**C. Security Deposit Escrow Account.** The Agent shall maintain a separate escrow account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any and interest accrued in this account shall belong to the Agent.

### 4. COLLECTION OF RENTS AND OTHER RECEIPTS.

**A. Agent's Authority.** The Agent shall collect all rents, charges and other amounts receivable on behalf of the Landlord in connection with the management and operation of the Premises. Such receipts shall be deposited in the Operating and/or Reserve Escrow Account(s) maintained by the Agent for the Premises (except for those funds described in Paragraphs 3 (C), 4 (B) and 4 (C) hereof).

**B. Special Charges.** If permitted by applicable law, the Agent may collect from the tenants and retain 100% of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, an administrative charge for executing an Agreement of Surrender and payment of the Rental Application Fee.

**C. Security Deposits.** The Agent shall collect a security deposit in an amount agreed upon with the Landlord and as specified in the tenant's lease, deposit it into an escrow account and disburse it in accordance with the terms of each tenant's lease. Any interest earned on tenant security deposits will be retained by the agent unless local laws require the payment of interest to the tenant.

### 5. DISBURSEMENTS FROM THE OPERATING AND/OR RESERVE ACCOUNT(S).

**A. Operating Expenses.** From the Operating and/or Reserve Escrow Account(s), the Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due the Agent under this Agreement, including the Agent's compensation.

**B. Debt Service.** The Landlord shall give the Agent advance written notice of a least 30 days if the Landlord desires the Agent to make any additional monthly or recurring payments (such as taxes, special assessments or insurance premiums) out of the Landlord's proceeds from the Premises. If the Landlord notifies the Agent to make such payments after the beginning of the term of this Agreement, the Agent shall have the authority to create a contingency reserve equal or greater than the addition monthly or recurring payments and the Landlord shall maintain this new contingency reserve amount at all times in the Operating and/or Reserve Escrow Account(s). Such payments shall be detailed on the Property Management Information Form.

**C. Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve amount as specified above, the Agent shall transmit the cash balances to the Landlord each month as described in this agreement.

**6. THE AGENT IS NOT REQUIRED TO ADVANCE FUNDS.** If the balance of the Operating and/or Reserve Escrow Account(s) is at any time insufficient to pay disbursements due and payable under Paragraphs 5 (A) and 5 (B), the Landlord shall, immediately upon notice, remit to the Agent sufficient funds to cover the deficiency and replenish the contingency reserve. The Agent will advance rent to the Landlord only in a situation where the Tenant has been screened and placed by the Agent and the Tenant has a situation that requires them to pay rent late. If the Tenant situation is caused by an unforeseeable circumstance, such as job loss, death or injury, the agent will not be required to use its own funds to pay such disbursements. Nor shall the Agent be required to advance any monies to the Landlord, to the Security Deposit Escrow Account, or to the Operating and/or Reserve Escrow Account(s).

If the Agent advances any monies in connection with the Premises to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment at a per annum interest rate of **12.5%** of the outstanding loan balance. The Landlord shall reimburse the Agent and the Agent may deduct such

amounts from any monies due the Landlord. This does not apply to rents paid by the Agent as described in this section.

## 7. FINANCIAL AND OTHER REPORTS.

**A. Landlord/IRS Relationship.** The Landlord  is or  is not a nonresident alien individual, foreign partnership or a non-U.S. corporation; if the Landlord is, all required Internal Revenue Service (IRS) forms will be promptly submitted by the Landlord.

**B. Nonresident Alien Registration.** If the Landlord is a nonresident alien property owner, the Landlord shall register with the State of Idaho and sign all necessary state forms regarding the receipt of income on the Premises (applies to non-U.S., Foreign partnership only)

**C. Reports.** By the 10th day of each month, the Agent shall furnish the Landlord with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. The Agent shall submit to the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Premises and shall also furnish the Landlord with a summary statement of cash receipts and disbursements for the calendar year.

## 8. ADVERTISING.

**A.** The Agent is authorized to show and make available the Premises to all persons without regard to race, sex, color, religion, national origin, mental or physical handicap, familial status, elderliness and all other classes protected by any law or ordinance.

**B.** The Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, displays or such other means as designated in the Marketing Strategy attached to this document. The Agent is authorized to place signs and a MLS keysafe/lockbox on the Premises advertising the Premises for rent, provided such signs comply with applicable laws and regulations.

**C.** The Landlord is responsible for all advertising costs for the first 30 days. If the property is not leased within the first 30 day period, the Agent will be responsible for advertising costs beyond that period so long as the Marketing Strategy agreement is in place and signed by both Agent and Landlord prior to marketing the property for rent.

## 9. LEASING AND RENTING.

**A. Agent's Authority To Lease The Premises.** The Agent shall make all reasonable efforts to keep the Premises rented by procuring tenants. The Agent is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases. The Agent shall sign all leases as agent for the Landlord. All costs of leasing shall be paid out of the Operating and/or Reserve Escrow Account(s). No lease shall be in excess of **1 year** without written approval by the Landlord. Leases are to be written on a lease form provided by the Agent.

**B. No Other Rental Agent.** During the term of this Agreement, the Landlord shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases on the Premises. The Landlord shall promptly forward all inquiries about leases to the Agent.

**C. Rental Rates.** The Agent shall employ best efforts to obtain a suitable tenant as soon as possible, at a monthly rent of current market value or such other amount as may be agreed upon by the Landlord and the Agent using the Marketing Strategy agreement. The Agent shall negotiate and sign lease extensions or subsequent leases on the Premises which in the Agent's best judgment provide a fair return to the Landlord and are consistent with the Landlord's instructions.

**D. Enforcement Of The Lease.** The Agent is authorized to institute, in the Landlord's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the eviction or dispossession of tenants or other persons from the Premises. The Agent is authorized to sign and serve such notices as the Agent deems necessary for lease enforcement, including the collection of rent or other income after obtaining the landlords written consent. If the Agent deems legal action necessary, the Agent will obtain written authorization from the Landlord before retaining an attorney. The Landlord will be responsible for attorney fees associated with legal action involving the Premises.

**E. Cooperation And Compensation To Other Agents.** The Agent is authorized to make a blanket unilateral offer of cooperation and compensation to other agents in any Multiple Listing Service that the Agent deems appropriate and to disseminate information by printed form and/or electronic computer service at no extra expense to the landlord.

**F. Inspections.** The Agent shall make interior inspections of the Premises at the time of occupancy and every six months following, when the tenant vacates and at such other times as the Agent feels necessary or advisable and report matters concerning the condition of the Premises to the Landlord. Drive-by inspections will be conducted a minimum of every two months and the Agent will report matters concerning

the condition of the Premises to the Landlord. In the event of vacancy, the Agent will take reasonable precautions to safeguard the Premises.

#### **10. REASONABLE MAINTENANCE AND REPAIR.**

**A. Ordinary Repairs.** The Agent shall notify the Landlord of all ordinary repairs and make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements.

**B. Emergency Repairs.** Any cost exceeding **\$150.00** must be approved by the Landlord in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Premises, to avoid the suspension of any essential service to the Premises, to avoid danger to life or property or to comply with federal, state, or local law, such emergency repairs shall be made by the Agent at the Landlord's expense without prior approval. The Agent will not manage properties for Landlords who refuse or are unable to maintain their property in accordance with safety and habitability requirements of the local jurisdiction.

**C. Repair Estimates.** Landlord may request that Agent obtain a second repair estimate on any single repair which exceeds \$500.00 and three estimates for single repairs in excess of \$1500.00.

**D. Discounts, Gratuities, or Rebates.** Due to the volume of business and Agents business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to the Agent and its employees. The Agent does not mark up or otherwise charge a percentage on vendor invoices and charges to Landlords, and in lieu thereof, the Agent retains all available discounts, gratuities, and rebates. The Agent shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation. Landlord also acknowledges that some repair and maintenance of the real property may be completed by employee(s) of the Agent.

**11. UTILITIES AND SERVICES.** The Agent shall, in the Landlord's name and at the Landlord's expense, make contracts for electricity, gas, fuel or water, and such other services as are necessary or prudent for the operation of the Premises. All utility deposits shall be the Landlord's responsibility, except that the Agent may pay the same from the Operating and/or Reserve Escrow Account(s) at the Landlord's request. Agent shall be responsible for insuring the utilities are promptly transferred into the tenant's name unless utilities are to be included in the lease and paid by the Landlord.

**12. INSURANCE.** The Landlord shall obtain and keep in force adequate insurance against physical damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The deductible required under such insurance policies shall be the Landlord's expense. The Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both the Landlord and the Agent and in form, substance and amounts reasonably satisfactory to the Agent. The Landlord shall provide the Agent with proof of fire insurance policies in force and shall obtain adequate vandalism coverage if the Premises are vacant in excess of 30 days. The Landlord shall furnish the Agent with certificates evidencing fire and liability insurance or with duplicate copies of such policies within 30 days after the date of this Agreement.

**13. SAVE HARMLESS.** The Landlord shall indemnify, defend and save the Agent harmless from all loss, investigation, suits, damage, cost, expense (including attorneys' fees), liability or claims for personal injury or property damage incurred or occurring in, on or about the Premises except in the event that such loss [etc.] was caused by Agent and where the Agent has been grossly negligent or has not performed to the standard of care commensurate with a property management professional.

**14. AGENT ASSUMES NO LIABILITY.** The Agent assumes no liability for any acts or omissions of the Landlord, or previous landlords, or previous management or other agents of either. The Agent assumes no liability for failure of or default by any tenant in the payment of any rent or other charges due the Landlord or in the performance of any obligations owed by any tenant to the Landlord pursuant to any lease or otherwise. Nor does the Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by the Agent shall be brought to the attention of the Landlord and the Landlord shall promptly cure them.

**15. LEASE ENFORCEMENT AUTHORITY.** Agent shall have authority on behalf of the Landlord to terminate any leases or rental agreements covering the real property that are in default, to execute and serve such legal or other notices as Agent deems appropriate, to institute legal actions for the benefit of, and at the expense of, Landlord for the purpose of evicting lessees or tenants in default and to recover possession of the property, to recover unpaid rents and other sums due from any lessee or tenant to settle, compromise and release claims by or against any

lessee or tenant, and to employ attorneys for said purposes after consulting and receiving written direction from landlord. Agent shall have the right to terminate any tenancy or lease if tenant or lessee makes payment of rent more than five days in arrears on at least two occasions. Landlord agrees that Agent is not responsible for the collection of delinquent accounts. Agent assumes no liability for moneys that are uncollectible nor for any damages or costs related to the tenancy and the property.

**16. REPRESENTATIONS.** The Landlord represents and warrants: That the Landlord has full power and authority to enter into this Agreement; that the property is not in default with a lender nor under foreclosure proceedings, that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to the Agent; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of the Landlord's knowledge, the Premises are zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like (including without limitation those pertaining to hazardous or toxic substances).

**17. BUILDING COMPLIANCE.**

**A.** The Agent accepts no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building code or with any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the Landlord promptly or forward to the Landlord promptly any complaints, warnings, notices or summonses received by the Agent relating to such matters. The Landlord represents that to the best of the Landlord's knowledge the Premises and all such equipment comply with all such requirements, and the Landlord authorizes the Agent to disclose the ownership of the Premises to any such officials and shall indemnify and hold the Agent, its representatives and employees harmless of and from all loss, cost, expense and liability whatsoever which may be imposed by reason of any present, future or alleged violation of such laws, ordinances, statutes or regulations.

**B. Smoke Detectors.** At the Landlord's expense, smoke detectors will be installed and maintained on the Premises in working condition in accordance with the law prior to and during the tenant's occupancy.

**18. TERMINATION.**

**A. Termination At End Of Term.** This Agreement may be terminated by either the Landlord or the Agent, with or without cause, at the end of the initial term or of any following term months upon the giving of 30 days' written notice prior to the end of the initial term or following term month. Management commission fees (par. 2A) will be due and payable for any current leases initiated by ROW Real Estate Services through the expiration date of said lease agreement(s).

**B. Early Termination.** This Agreement may be terminated by the Landlord before the termination date specified in Paragraph 1 (D) by written notice to the Agent not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the sum of all management commission fees due under any current leases initiated by ROW Real Estate Services. Should the Landlord sell the Premises prior to the end of the initial term of this Agreement without using the services of ROW Real Estate Services for the transaction, the Agreement will terminate on the date of sale and the Landlord shall owe the amount equal to the sum of all management commission fees (par 2A) due under any current leases initiated by ROW Real Estate Services. The Landlord shall irrevocably instruct the settlement agent to disburse said cancellation fee to **ROW Real Estate Services** at the time of settlement. No Early Termination fees will be payable should this Agreement be terminated due to a breach of any provision herein by Agent. If the Premises are sold or foreclosed upon at any time after the initial term of this Agreement, the Agreement will terminate on the date of sale. This Agreement may be terminated by the Agent before the termination date specified in Paragraph 1 (D) upon 30 days' written notice to the Landlord. Such notice may be served personally or by registered or certified mail, and if served by mail shall be deemed to have been served when deposited in the mail. Such cancellation shall not release the Agent's right to indemnification by the Landlord set forth above and shall not terminate any liability or obligation of the Landlord to the Agent for any payment, reimbursement or other sum of money due and payable to the Agent hereunder.

**C. Landlord Responsible For Payments.** Upon termination of or withdrawal from this Agreement, the Landlord shall assume the obligations of any contract or outstanding bill incurred by the Agent under this Agreement. The Agent may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. The Agent shall deliver to the Landlord, 30 days after the end of the month in which this Agreement is terminated, any balance of monies due the Landlord or tenant security deposits, or both, which were held by the Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with

respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits and other papers or documents which pertain to the Premises.

**D. Bankruptcy Clause.** The Agent shall not be held liable in the event of bankruptcy or failure of the depository bank or savings and loan association where the monies due the Landlord are deposited if it is a federally insured fiduciary account.

**E. Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association or REALTORS® sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement, whether by the listing broker or by any other broker acting as subagent or otherwise.

**F. Notice of Default.** Upon notification to the Agent that the property is in default and the foreclosure process has been initiated by the lending institution, the Agent reserves the right to withhold rent proceeds in order to cover costs for services rendered, including all commission payments due to the end of the current lease period, to relocate tenants, pay final utility bills, and maintenance of premises until ownership of property is transferred to another party or property default is corrected.

**G. Agent's First Lien.** The Agent reserves a subordinated lien and the right to record such lien against the Premises and the rents collected or to be collected on such lease or the proceeds of sale of the Premises, or both for any advances and expenditures made by the Agent for the benefit of the Landlord and the Premises, and not thereafter reimbursed to the Agent by the Landlord.

**19. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Landlord to have insured or to defend, reimburse or indemnify the Agent shall survive any termination; if the Agent is or becomes involved in any proceeding or litigation by reason of having been the Landlord's Agent, such provisions shall apply as if this Agreement were still in effect.

**20. HEADINGS.** All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**21. COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. This Agreement, unless amended in writing and signed by the parties, contains the final and entire Agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The completed Property Management Information Form is incorporated by this reference. Time is of the essence as to all terms of this Agreement.

**22. RIGHTS CUMULATIVE; NO WAIVER.** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the parties exercising such right or remedy.

**23. APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed by the laws of the State of Idaho. Any action arising under this Agreement shall be brought in the federal or state court having jurisdiction over the Premises. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by written notice to the other party.

**24. OTHER TERMS:** 1. Management fee is not charged when property is vacant unless property is listed for sale by Landlord or is in the process of foreclosure. 2. Landlord agrees to immediately notify Agent of any service or maintenance contracts in effect at the time of this Agreement

**25. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as the Landlord and the Agent individually may specify hereafter in writing: **(Please provide name and mailing address below)**

AGENT ADDRESS: **ROW Real Estate Services 6126 W State Street Suite 100 Boise Idaho 83703 (208) 559-0204**

Agent Email Address: kevin@rowreservices.com

LANDLORD MAILING ADDRESS:

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

**26. LANDLORD CONTACT INFORMATION**

For the purposes of this agreement and until changed by written notice to the Agent, the Landlord can be contacted as identified below:

Email Address: \_\_\_\_\_ Phone (Primary) \_\_\_\_\_

Phone (Fax): \_\_\_\_\_ Phone (Secondary) \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first set forth above.**

\_\_\_\_\_  
Landlord Signature                      Date

\_\_\_\_\_  
Agent Signature                      Date

**MARKETING STRATEGY**

(Complete this form if the property is currently vacant)

Property Address:

\_\_\_\_\_

It is in the best interest of both the owner and ROW Real Estate Services to rent the property as soon as possible. Rentals are price sensitive. If a property has not rented in a reasonable time period, usually two to four weeks, it is most commonly because the rent is higher than current market conditions warrant. ROW Real Estate Services will aggressively market the property for rent as agreed upon below. If the property has not been leased within a 30 day period, ROW Real Estate Services will be responsible for advertising costs beyond this period until the property is leased.

In developing the upcoming marketing plan, ROW Real Estate Services will proceed with the advertising and reduction in asking rents as follows:

Advertising Requested:

- \_\_\_\_\_ Rentals.com (Internet Blitz) @ \$100.00 per month (Premier Ad)
- ROW Real Estate Services web page @ Complimentary Service
- \_\_\_\_\_ Idaho Statesman (Ada County) @ approx \$75.00/weekend rate – Fri, Sat, Sun
- Craigslist web page @ Complimentary Service
- \_\_\_\_\_ For Rent Sign In Yard – (as allowed by CC&R's) @ Complimentary Service

Initial marketing price \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Reduce to \$ \_\_\_\_\_ if not rented by \_\_\_\_\_.

Reduce to \$ \_\_\_\_\_ if not rented by \_\_\_\_\_.

Minimum rent to be accepted without further consultation with Owner \$ \_\_\_\_\_

\_\_\_\_\_  
ROW Real Estate Services

\_\_\_\_\_  
Date

**We will start the above advertising options and need immediate notification if you wish to change or do not agree with the above marketing strategy. Please make the necessary alterations and sign below. This form must be delivered to ROW Real Estate Services to confirm.**

Marketing Incentives (To be paid by the Landlord): In a competitive rental market, marketing incentives can help attract tenants to your property. (Please initial below to include the following incentives to prospective tenants) Agent will use only the incentives necessary to acquire a tenant.

- \_\_\_\_\_ \$ \_\_\_\_\_ off the second months rent payment
- \_\_\_\_\_ \$ \_\_\_\_\_ Good Tenant Rebate (Paid after 6 months of good rental history)
- \_\_\_\_\_ Washer/Dryer included \_\_\_\_\_ Refrigerator included
- \_\_\_\_\_ Lawn Mowing Service Included in Rent Price
- \_\_\_\_\_ Weed Control included in Rent Price (approx \$40 per treatment)
- \_\_\_\_\_ Maid Service Provided \_\_\_\_\_ Hours @ approx \$60.00 per hour
- \_\_\_\_\_ Carpet Cleaning (2 times per year)

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date