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Chapman Properties, Inc. 114 E Idaho Ave # 200 Meridian, ID 83642 (208) 336-5111 Office (208) 336-1965 Fax

FULL SERVICE PROPERTY MANAGEMENT SINCE 1985

Owner Initials_____

pj@chapmanproperties.net or www.chapmanproperties.net

Thank you for the opportunity to manage your rental property. Since 1985, Chapman Properties has been striving to perfect the property management profession in a timely, cost effective and professional manner. Chapman Properties prides itself on its family owned and operated status. We provide the intimacy that larger property management companies in the valley cannot.

Below is a checklist of information required to set-up your new property account.

Account Set-Up Information

	Rentals.com Rentbits.com Rentalhomesplus	\$99 mo. Offers a family of sites \$75 mo. Family of sites \$75 mo. Family of sites the managed properties have completed the requirements listed above:			
	Rentals.com Rentbits.com	\$75 mo. Family of sites			
	Rentals.com Rentbits.com	\$75 mo. Family of sites			
	Rentals.com	·			
	- Chapman Froperties Web-site				
uu v c.	Chapman Properties Web-site	\$75 mo. Whenever vacant, includes custom video			
years,	, while bringing in the most call	r property can be advertised. Website advertising has become very popular the past 2-3 s it is also the most cost effective. Web-site advertising is our preferred method of d check mark the sites you wish to use to advertise the property.			
Mark	ceting Your Property				
Ц	Notify your neighbors that we wil	l be managing the property and to call us with any problems.			
	Contact utilities companies, notif	ying them that Chapman Properties is your property manager.			
	Review the lead based paint discl	osure - sign the form pertaining to this within the management agreement.			
	Fill out the ACH Authorization for	m so we may direct deposit your rental proceeds.			
	Fill out W-9 form and provide S.S	. # or Tax ID# if incorporated.			
	Tenant information sheet if the p	roperty is occupied & send tenant security deposits to Chapman Properties.			
		Properties listed as the primary contact as well as provide a copy of CC&R's or HOA Rules & Regs.			
	Four sets of keys & 2 garage door	openers - If not available we will purchase and bill for them.			
	\$200 Account set-up fee. We will also need to keep a reserve of one month's expenses.				
		nave Chapman Properties listed as an additional insured.			
		nce policy on the property; and your agent's name, address & phone number.			
	-	re. Please provide as much information as possible.			
	·				
	Review & complete the enclosed				
	Review & complete the enclosed				

3/26/2014



FULL SERVICE PROPERTY MANAGEMENT SINCE 1985

pj@chapmanproperties.net or www.chapmanproperties.net

MANAGEMENT AGREEMENT

1.	AG	REEMENT					
THIS	AGR	EEMENT is made and en	tered this	day of	20	, by and betwe	een
(here	inafte	er called "AGENT").	(nereinatter calle	d "OWNER") and Cn	apman Properties	s, Inc.
2.	OV	VNER and CO-OWNER	INFORMAT	I ON (please pr	int legibly)		
Legal	Full	Name:					_
Other	Own	ner(s) Name:					
Owne	er/Co	-Owner Mailing Address	(es):				
Owne	er/Co	-Owner Phone Numbers:	Home	Offic		Other	-
Owne	er/Co	-Owner Email Addresses	<u> </u>				_
Owne	er/Co	-Owner Tax ID or SSN:	(Thi		generate your end c		_
3.	AP	PPOINTMENT OF AGEN	IT				
		nereby appoints AGENT ne real property describe		_	OWNER exclusively	to rent, lease, oper	ate and
1	a.	Address of Property	•	y State	County	Zip S	Subdivision
 2. 							
3.							
4.							
5.							
the p	rovisi c. ute th	party may terminate thi ions listed in the TERMIN	s AGREEMENT IATION OF AG at OWNER is f of any CO-O	Tupon 30 days ware and the sole owner owner owner and that the sole owner owner and that the sole owner and the sole owner owner and the sole owner owner and the sole owner ownexamination owner owner owner owner owner owner owner owner owner	n below. f the PREMISES, or f the PREMISES are no	ed to the other part nas unconditional au ot subject to current	y, subject to uthority to legal action
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agreements with AGENT on behalf of all CO-OWNERS.

- d. OWNER authorized AGENT to contract for services to include, but not limited to, water, sewer, garbage, gas, electric, irrigation, yard care, and maintenance agreements. OWNER to assume the obligation of any contracts entered.
- e. Normal property management does not include providing on site management services, property sales, refinancing, preparing property for rental, sale or refinancing; supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, or attending Owner's association meetings and the like. If property owner desires Agent to perform services not included in normal property management or specified above, a fee shall be agreed upon for these services before work begins, or owner agrees to compensate management at a rate of 10% per contracted job and incurred invoice amount.

4. BANKING

AGENT shall utilize its Operating Account for the deposit of receipts and collections as described herein. Funds in the account shall remain the property of OWNER subject to disbursement of expenses by AGENT as described in this AGREEMENT. AGENT'S Operating Account is a common account used for Owners represented by AGENT.

- a. AGENT shall collect all rents, charges and other amounts receivable on OWNER'S account in connection with the management of the PREMISES. Such receipts shall be deposited in the account maintained by the AGENT for the PREMISES. OWNER authorizes AGENT to endorse any and all checks drawn to the order of OWNER for deposit to such Operating Account.
- b. If OWNER chooses, AGENT can electronically transfer monthly proceeds directly to OWNER'S account. Otherwise all Cash Distributions will be sent via check.
- c. OWNER acknowledges that all interest amounts received by AGENT on any lease income, operating funds, security and other deposits, or any other amounts held in the Operating Account shall be retained by AGENT or as directed by the State of Idaho.
- d. AGENT shall comply with all applicable state or local laws concerning the responsibility for security deposits. Security deposits will be deposited into the account maintained by AGENT for the PREMISES. AGENT shall collect and maintain all tenant deposits, such as security deposits, cleaning and damage deposits, pet fees, cable/satellite deposits, and any other deposits in which AGENT deems necessary to collect TENANT. At no time will AGENT disperse to OWNER any security or other deposit for any reason during the term of a rental agreement. OWNERS of new accounts agree to provide an accounting of all security deposits and to supply AGENT with matching funds prior to the execution of this AGREEMENT.
- e. OWNER shall be responsible for the payment of all mortgage/notes, property taxes, special assessments, Home Owner Association fees, all utilities as listed in the utilities section of this AGREEMENT, and premiums for casualty and liability insurance relating to the PREMISES unless otherwise modified in writing with AGENT. OWNER agrees to keep all mortgages, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full. Should AGENT be notified that a foreclosure action has been initiated against the PREMISES, OWNER authorizes AGENT to freeze all OWNER related funds to that property and AGENT will not make any further disbursements to OWNER. OWNER will have 30 days to correct and make all obligations current. Should OWNER fail to stop the foreclosure process, OWNER authorizes AGENT to release the TENANT from their rental agreement and all future rental payments, refund the security deposit to the TENANT, and deduct from OWNER'S funds on hand all amounts due to AGENT or TENANT including, but not limited to, any refund to TENANT of Prorated rents or expenses and all management fees and other fees as described within this AGREEMENT. Furthermore, a breach of contract fee of \$500 will be charged by agent in addition to regular management fees if no notice is given to agent by owner of pending foreclosure.
- f. Upon acceptance of the request to make any of the above payments, AGENT will disperse funds accordingly, provided that OWNER'S account has sufficient funds. OWNER agrees to provide all necessary information and funds to AGENT to ensure proper and timely payments and to hold AGENT harmless for any costs or responsibilities due to late payments. If AGENT is to make payments to any of the aforementioned entities, OWNER agrees to notify entity and to authorize AGENT to call and access account information. OWNER bears sole responsibility for payments, late fees, lost payments, and/or any damages.

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- g. From the Operating Account, AGENT is hereby authorized to pay or reimburse itself for all expenses and costs of operating the PREMISES, including AGENT'S compensation and expense reimbursements.
- h. At the discretion of the AGENT, any balance of the OWNERS account due and owing AGENT will incur a \$25 additional management fee in consideration for an overdrawn account. Any balance of OWNERS account not paid within 30 days will accrue a fee of \$50 per month until paid in full. Monthly cash flow statements will continue to be generated with the processing fee accruing until deficits have been paid in full. Mailing/emailing/faxing of monthly statement showing a deficient OWNER balance shall be sufficient notice to OWNER of balance due.
- I. Owner agrees to allow AGENT to retain a minimum balance on OWNERS account of \$200 at all times to cover unforeseen expenses. OWNER agrees to allow AGENT to hold \$500 of last month's rent, once a current resident has given notice to vacate. This is to ensure financial stability in the make ready process.

5. FI NANCI AL AND OTHER REPORTS

AGENT shall provide to OWNER itemized statements by the 25th of each month, which will include an accounting of all income and expenses related to the property. This information is available to you by logging into www.chapmanproperties.net under owner services. You will use the email address we have on file for you as your username. If at any time you have any problems accessing your statements and invoices, please contact us.

6. LEASING AND RENTING

- a. AGENT shall use all reasonable efforts to keep the PREMISES rented by procuring tenants for the PREMISES. AGENT is authorized to negotiate, prepare and execute all leases, including renewals and extensions of leases and to cancel and modify existing leases.
- b. During the term of this AGREEMENT, OWNER shall not authorize any other person, to negotiate or act as rental agent with respect to any leases for the PREMISES.
- c. AGENT will make all decisions as to the rental amount, deposits, diminished values, discounts and lease terms. OWNER understands the AGENT determines rental amounts in a competitive manner and consistent with other similar properties managed by AGENT or in the vicinity of the OWNER'S property. If OWNER prevents AGENTS from raising rents or OWNER gets personally involved with the residents, OWNER agrees to a 2% commission increase.
- d. OWNER and AGENT agree to follow all Federal and Local Fair Housing Laws. If OWNER should at anytime request AGENT to disregard Fair Housing Laws and/or Landlord/Tenant Laws, and persists after agent's refusal or advice to the contrary, this contract will be terminated immediately and the management fees for the balance of the contract or \$500, whichever is greater, will be due immediately.
- e. AGENT shall have the authority on behalf of the OWNER to terminate any lease or rental agreements covering the PREMISES 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 the expense of, OWNER for the purpose of evicting tenants in default and to recover possession of the PREMISES, to recover unpaid rents and other sums due from any tenant to settle, compromise and release claims by or against any tenant, and to employ attorneys for the payment of rent more than five days in arrears. OWNER agrees that AGENT is not responsible for the collection of delinquent accounts. AGENT assumes no liability for money that are uncollectible or for any damages or costs related to the tenancy and the property.
- f. AGENT assumes no responsibility or management of personal property left by OWNER at the PREMISES.
- g. OWNER authorized AGENT to use a lockbox to permit access to the premises, to the agent, cooperating agent, potential residents, and maintenance personnel. Owner acknowledges that agent is not insuring owner against theft, loss, or vandalism resulting from such access.
- H. Should OWNER prevent AGENT from leasing unit(s) due to personal renovation from OWNER or OWNERS outside source, personal financial reasons or for real estate marketing reasons and OWNER chooses to leave unit(s) under management. OWNER agrees to pay a monthly flat rate of \$50 during the renovation process or vacancy time period.
- I. Should OWNER decide to list the property for sale at any time during the management terms, OWNER agrees to a 2% management fee increase. This is due to the increased volume of work associated with the

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listing and communication between management, residents and agents.

7. ADVERTISING

- a. Chapman Properties requires a minimum **\$200.00** upon execution new client contracts to initiate the marketing of your property. This will be placed on your account as an owner contribution and used to offset the initial cost of advertising. Please contact Chapman Properties for further information on advertising price details.
- b. AGENT is authorized to advertise the PREMISES or portions thereof for rent, using print ads, periodicals, signs, brochures, internet/web sites, displays, or such other means, as AGENT may deem proper and advisable. AGENT is authorized to place signs on the PREMISES advertising the PREMISES for rent. Newspaper ads that share space with other properties managed by AGENT shall be prorated. OWNER agrees to reimburse AGENT for all advertising costs. Advertising expenses may include direct costs for advertising the OWNER'S PREMISES as well as a reasonable pro-rata share of general advertising by the AGENT which is designed to collectively benefit the OWNER'S PREMISES and other properties managed by AGENT. Currently the online advertising affiliates are charging \$99 for Rentals.com, \$75 for Rentbits and \$75 for rentalhomesplus. All of these are used in the marketing of all rental properties.
- c. OWNER agrees to allow agent to place vacant unit on Chapman Properties website after receiving a written thirty day notice by resident or when taking a new vacant unit at a price of \$75.00 per month during the entire vacancy period or until the unit is rented. This price includes a custom video once the unit is vacant and ready to be rented. Currently if all advertising methods are used, the monthly advertising cost is \$249. Custom marketing plans are available upon request.

8. UTI LI TI ES

OWNER is responsible for the payment of all utilities. OWNER must contact each utility such as electric, gas, and sewer, trash, and irrigation companies and provide AGENT with billing information to include account and contact numbers. If AGENT is to pay utilities on behalf of OWNER, OWNER is to set billing as follows:

Owner's Name C/ O Chapman Properties, Inc. 114 E Idaho Ave # 200 Meridian, ID 83642

If requested, AGENT will provide OWNER with a list of local utility companies and phone numbers.

OWNER agrees to set up Landlord Service Agreements in the OWNER'S name but in care of AGENT using AGENT'S mailing address as shown above.

9. PROPERTY SURVEYS

AGENT agrees to perform regular exterior surveys (drive bys). Such survey will be performed on a random basis to ensure Tenant compliance on a regular basis. OWNER can request an interior survey at anytime. Any owner requested inspections outside our normal schedule would be performed and charged at our normal hourly rate of \$75 an hour. AGENT shall perform interior surveys at its discretion or when deemed prudent by AGENT.

10. MAINTENANCE AND REPAIRS

a. AGENT is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve and maintain the PREMISES in an attractive condition and in good state of repair for the operating efficiency of the PREMISES, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. AGENT is also authorized to decorate the PREMISES and to purchase or rent, on OWNER'S behalf, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the PREMISES. Such maintenance and decorating expenses will be paid by the OWNER and through the OPERATING ACCOUNT. OWNER

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authorizes AGENT to make all necessary repairs to the premises either general maintenance or emergency at its discretion and holds AGENT harmless from any cost incurred of making the aforementioned decision. AGENT shall not be liable to OWNER for any act, omission or breach of duty of such independent contractors or suppliers.

- b. Due to the volume of business and AGENT'S business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to AGENT and its employees. Our ethical standards require AGENT to inform OWNER of potential items prior to initiating agreement. AGENT shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation.
- c. **Normal Wear and Tear Defined:** Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the tenants, their family, or their guests. For the purposes of this agreement, Chapman Properties will consider the following as normal wear and tear: nail holes use to hang pictures, minor spot painting between tenants, worn toilet seats, re-keying or replacement of worn locks, blind replacement due to age or sun damage, paint flaking, caulking or any other preventative maintenance, carpet wear patterns, and any other minor malfunction due to regular use.
- d. **Home warranty companies:** Nothing affects the reputation of a property management company more than the manner in which repairs are handled. Tenants judge us almost by no other measure. It therefore makes little sense to entrust vendors we do not know, whom we have no relationship with or control over, with the reputation of our company and the relationship with your tenant. Therefore Chapman Properties does not work with home warranty companies for rental repairs.
- e. **Lock Change:** Due to the inherent risk of owning a rental property and the possibility of law suits, OWNER authorizes AGENT to change the locks on this/these rental unit(s) for every new lease initiated on the property at the owners expense. This cost is miniscule in the long run and provides safety and peace of mind for our residents, while limiting the liability for our owners and your management team. Anyone can make a key and we want the assurance that we are not the focus of a lawsuit due to burglary, break-ins or worse.

11. YARD MAINTENANCE/ CARE/ LANDSCAPING

- a. AGENT does not provide yard care services. Yard care is considered to include, but is not limited to the following: weeding, trimming, mowing, edging, pruning, fertilizing, setting auto timers for sprinkler systems, sprinkler turn on and blow outs, removal of garbage and debris, and animal feces. OWNER must indicate in writing who is to care for the yard, whether it is the TENANT, an independent contractor, or the OWNER himself or herself. AGENT agrees to inspect the exterior of the yard during its random property surveys and notify either the tenant or the independent contractor of deficiencies; however, at no time is AGENT responsible for the care of the yard for the PREMISES. If OWNER indicates that the yard care is to be performed by the TENANTS, either the OWNER or independent contractor assumes responsibility for the yard care in between tenancy unless otherwise agreed upon with AGENT.
- b. If an agreement is made with Chapman Properties, OWNER authorizes Chapman Properties to hire contractors associated with landscaping and weekly yard maintenance while the property is vacant and in the process of re-renting. This is to include any property that does not have yard service included by associations or other pre-existing landscaping contracts. Chapman Properties will not be held liable for yard maintenance on any rental units, with or without a sprinkler system. It is at the professional advice of Chapman Properties to install a functioning sprinkler system on all units that do not currently have watering systems. This is to prevent ground deterioration and devalue of your investment. Please provide Chapman Properties with any and all information pertaining to any pre-existing landscaping contracts.

12. OPTI ONAL SERVI CES:

a. For an additi	onal \$60.00, Chapman Propert	ties will replace the furnace filters in your unit every six
months as well as check all	plumbing fixtures for leaks, do	porstops to prevent holes, smoke detector operations and
exterior upkeep. This is a r	ecommended service for preve	entative maintenance and will also allow us inside to check
the status of your investme	nt. Yes No	If not specified, agent will add to furnace
checklist.		
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investment to ensure your property stays up to your standards. These reports will check all the functions in your home from exterior to interior and everything in between. The report will feature a complete list of hazards, repairs, upcoming preventative maintenance issues, any resident damage, owner improvements, etc. The report will also include photos in conjunction with the report. This report is very important for your investment, as it will allow you, the owner; to always know what condition your property is in. The fee for this service is \$100.00 annually.
Yes No If not specified, Agent will add to property inspection list.
C. Owner will automatically be enrolled in our eviction protection program for a monthly fee of \$8 to be taken out annually or monthly as program permits. Eviction protection guarantees that in the case of an eviction for non-payment of rent, Chapman Properties will pay the entire attorney fee bill up to \$700 or more for the writ of restitution only. This does not include pre-existing residents of new accounts, sheriff fees, counter claims or jury trials. Owner has the option to decline the eviction protection program in writing and providing written statement to the management company below. All other legal fees outlined in this agreement are in affect and applicable.
13. LEGAL FEES

- a. OWNER agrees to pay all expenses incurred by AGENT including but not limited to, attorney's fees for counsel employed to represent AGENT or OWNER in any proceeding or suit involving an alleged violation by the AGENT or OWNER, or both, of any constitutionality provision, statute, ordinance, law or regulation of any governmental body pertaining to fair employment, Federal Fair Housing, including without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin, marital status, or mental or physical handicap in the sale, rental or other disposition or housing or any services rendered in connection therewith, but nothing herein contained shall require AGENT to employ counsel to represent the OWNER or himself in any such proceeding or suit. OWNER shall not hold AGENT liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
- b. If any legal action or proceeding were brought by either party to enforce any part of this AGREEMENT, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs, but not to exceed \$750.00 (seven hundred and fifty dollars).

14. INSURANCE: HOLD HARMLESS AND LIABILITY

Nothing in this AGREEMENT contained shall be construed as rendering AGENT liable for any action, omission, or occurrence resulting from or in any manner arising out of the performance of AGENT'S duties and obligations hereunder, or the exercise by AGENT of any of the powers or authority herein or hereafter granted to AGENT by OWNER, or the use of any lease or rental agreement required by OWNER. At all times this AGREEMENT is in effect, OWNER, at OWNER'S expense, must maintain in full force and effect:

- a. Fire and extended coverage for all casualties and hazards customarily covered by casualty insurance in the State of Idaho, for the full insurable value of the PREMISES, containing endorsements that contemplate the leasing of the property by OWNER and vacancies between lease terms; and
 - b. Public liability insurance naming AGENT, Chapman Properties, Inc., as an additional insured.
- c. Within fifteen (15) days from the effective date, OWNER must provide to AGENT a copy of a certificate of insurance showing the required coverage. If the insurance coverage changes in the manner or degree at any time this AGREEMENT is in effect, OWNER must provide AGENT a copy of the insurance certificate evidencing any change within ten (10) days of the change.
- d. OWNER agrees to indemnify, defend and hold AGENT harmless from all claims, investigations, and lawsuits by third parties related to the PREMISES, and the management and leasing, whether occurring during the

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term of this AGREEMENT or after its termination, and from any claim or liability for damage to property, or injuries or death of any person.

- e. It is expressly agreed and understood that all personnel employed in connection with the PREMISES are contracted by the OWNER and not the AGENT. The OWNER'S obligation under this Section shall include the payments of all costs, expenses, suits, claims, settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay, court costs, litigation expense, worker's compensation claims, and attorney's fees.
- f. AGENT shall not be liable for any willful neglect, abuse or damage to the PREMISES by tenants, vandals, or others nor loss or damage to any personal property of OWNER.

 g. If at any time during or after the term of this AGREEMENT, the PREMISES are found to be contaminated with hazardous waste, OWNER agrees to indemnify and hold AGENT harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligation of any nature arising from or as a result of said hazardous waste. The foregoing indemnification shall survive the termination or expiration of the AGREEMENT.

15. AGENT'S COMPENSATION

- a. AGENT'S fees shall be 8% of total monthly gross receipts from PREMISES.
- b. AGENT shall charge a onetime set up fee of \$200.00 per property for new accounts.
- c. AGENT shall charge a monthly processing fee of \$5.00 per month per property.
- d. AGENT will prepare 1099 forms for each PREMISES managed for OWNER.
- e. OWNER agrees to reimburse AGENT each month during the term hereof for expenses directly attributable to OWNER'S property. These expenses include, but are not limited to, advertising, maintenance and legal fees.
- f. Any time AGENT or AGENT'S employee(s) are expended in preparation for and attendance to court on OWNER'S behalf, OWNER will be billed at the rate of \$75.00 for each eviction, unless part of our optional Eviction Protection Program or \$75.00 per hour for other litigation. OWNER and AGENT agree such charges will be paid by the OWNER but charged to the TENANT.
- g. Normal property management services do not include showing property to real estate agents, inspectors, appraisers, or prospective buyers while property is for sale unless OWNER is using one of Chapman Properties, Inc.'s preferred Real Estate Agents. Should OWNER request AGENT to perform any service not included within what is considered normal property management services; a fee based at \$75.00 hour may be assessed by AGENT.
- h. AGENT shall received and retain all TENANT application fees, non-sufficient fund bank fees, move out inspection fees, non-payment fees, non-payment delivery notice fees, termination fees, unused pet fees and late fees charged to tenant and enforced by Chapman Properties, Inc.'s lease agreement.
- i. Owner agrees to pay Agent a **\$100.00** fee for every one year lease renewal accomplished for aforementioned property. This is a one-time charge and billed only after a new lease or existing resident signs addendum renewal to existing lease.

16. BINDING EFFECT

- a. This AGREEMENT shall be binding upon the parties hereto and their respective Personal Representatives, heirs, administrators, executors, successors and assigns. OWNER acknowledges receipt of a legible copy of this fully executed AGREEMENT. Effective date is subject to receipt of all items listed on the Chapman Properties Ownership Changeover Checklist.
- b. Should any section or any part of any section of this AGREEMENT be rendered void, invalid, or enforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other Section or any part of any section in this AGREEMENT.
- c. AGENT may change the terms under which AGENT is willing to provide service in the future under the AGREEMENT, but only by giving at least 30-days advanced written notice to OWNER.
- d. The drafting, executing and delivery of this AGREEMENT by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this AGREEMENT. This AGREEMENT embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly

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17. TERMINATION OF AGREEMENT

- If property is currently occupied at contract initiation, owner shall be obligated to pay agent commission for the remainder of lease agreement. If the property is vacant at contract initiation, agreement is to remain month to month until property is secured with a tenant, at which time owner is responsible for commission for the term of the lease. In the event the OWNER terminates this AGREEMENT, the OWNER agrees to pay to the AGENT an administrative fee equal to the percentage set forth in paragraph 15 herein applied to the actual or projected rent for the PREMISES, or the monthly amount set forth in paragraph 15, whichever is applicable, for the remainder of the initial term or remainder of signed rental agreement with tenants.
- All provisions of this AGREEMENT that require the OWNER to have insured or to defend, reimburse, or b. indemnify the AGENT shall survive any termination and, if AGENT is or becomes involved in any proceeding or litigation by reason or having been the OWNER'S AGENT, such provision shall apply as if this AGREEMENT were still in effect.
- AGENT may withhold deposit/ funds for 30 days after the end of the month in which this AGREEMENT is terminated to pay bills previously incurred but not yet invoiced and to close accounts.
 - d. This agreement is to supersede any and all previous signed owner agreements.

18. SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS: that the OWNER has made, constituted, and appointed and by these presents do make, constitute and appoint Chapman Properties, Inc. and its agents, true and lawful attorney for and in their name, place and stead, for their use and benefit as follows:

- To let, rent and lease on such terms and conditions as said attorney in fact may deem proper and to a. extend or renew any lease or minimum term tenancy now or hereafter in effect, for such term or terms and at such rents and subject to such covenants, provisions and constitutions as they may deem best for the above described PREMISES.
- b. To ask, demand, collect, and receive all rents and moneys, and to file receipts therefore, to order, direct, superintend, and manage all repairs, alterations, and improvements, and to make disbursements for the same; to make all purchases; in general, to do and perform all acts and things incident to management of the PREMISES and to make all proper and necessary disbursements in connection therewith. AGENT shall also have full power to lease said PREMISES as provided herein and to do all acts necessary for the carrying out and execution of such leases or minimum term tenancies. AGENT shall have full power to initiate, set up, terminate, or modify any and all utilities or landlord service agreements for all utilities related to the PREMISES, such as but not limited to: gas, electric, water, sewer, trash, and irrigation.
- Giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated PREMISES, as fully to all intents and purposes as the OWNER might or could do if personally present, and hereby ratifying and conforming all that said attorney shall lawfully do or cause to be done by virtue of these presents.

19. LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords and owners must disclose the presence of known lead based paint. (Idaho Code, Section 55-2504)

	3 1 1 7 1	, ,	
a.	Known lead based paint/hazards are present		
b.	Has no knowledge of lead based paint/hazards		
C.	Has provided lead based/hazard records		
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Owner's Acknowledgement relating to the property (Initial if applicable)

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ddress:(Zip	
Pirections:			
ubdivision:		Keys	
nits Fireplace Pool ear Built Sprinkler System			
ear built Sprinkler System lemodel Year Location of Timer			
edrooms Irrigation/City	Liementa Middle		
aths Junior	High		
evels Garage Code Remote	s Senior		
amily Room Heat Type			
iving Room Laundry	As	ssociation Information:	
Bonus Room Location of Shut off Va	lves		
asement Location of Mail Box		 	
Maintenance Information - Mechan tove (Color/Serial#/Make/Model/Year)	-		
//dicrowave (Color/Serial#/Make/Model/Year) _			
Refrigerator (Color/Serial#/Make/Model/Year)			
Dishwasher (Color/Serial#/Make/Model/Year)			
Vater Heater (Color/Serial#/Make/Model/Year			
rawlspace locationlectrical Panel location	Attic loca	tion	
nsurance Information		Name	Phone
Company	Policy #	Agent Name	Phone
Please attach a copy of your insurance polic	•	<u> </u>	
		Contact	Dhana
uilder Information Company	Builder	Contact	Phone
Company	Builder	Contact	Phone
Company	Builder	Contact	Phone Phone
Company our Realtor Information Company	Builder Agent	Name	Phone
our Realtor Information	Builder Agent the monthly rent?	Name	Phone
Company Your Realtor Information Company What utilities do you wish to be included with	Builder Agent the monthly rent? utilities	Name	Phone
Company Yhat utilities do you wish to be included with * Generally with houses, tenants pay all to	Builder Agent the monthly rent? utilities ny restrictions oth	Name o er than Agent's?	Phone
Company four Realtor Information Company What utilities do you wish to be included with * Generally with houses, tenants pay all uses to you want to allow pets? If so, are there are	Builder Agent the monthly rent? utilities ny restrictions oth ? How much	Name er than Agent's? are you willing to lower rent if n	Phone
Company Yhat utilities do you wish to be included with * Generally with houses, tenants pay all uses you want to allow pets? If so, are there are you open to move in specials if necessary.	Builder Agent the monthly rent? utilities ny restrictions oth ? How much	Name er than Agent's? are you willing to lower rent if n	Phone

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Owner has read and completed the foregoing management agreement and property description form and agrees to hold Chapman Properties free and harmless from any liability or damage arising from incorrect or undisclosed information. IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their respective signatures this _____, 20____, **AUTHORIZED AGENT OWNER** Signature Signature Date Date Printed Name Printed Name **ACH Credit Authorization AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS** (ACH CREDITS)

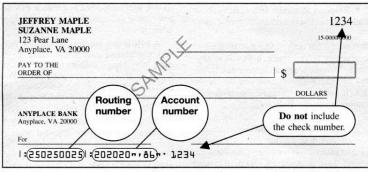
Enterprises, Inc

<u>Chapman</u>

Company Name:

Company ID Number: <u>1-820494660</u>	
(our) Checking Account / Savings Account (select	reinafter called COMPANY, to initiate credit entries to my one) indicated below at the depository financial institution edit the same to such account. I (we) acknowledge that the comply with the provisions of U.S. law.
Depository Name:	Branch:
City:	State: Zip:
Routing Number (9 Digits):	Account Number:
	il COMPANY has received written notification from me (or h manner as to afford COMPANY and DEPOSITORY a
Name(s):(Please Print)	Individual ID Number:(To be completed by Company)
Signature:	Date: / /

Please attach a VOIDED CHECK to this authorization if a checking account will be credited.



Note. The routing and account numbers may be in different places on your check.

(Rev. October 2007)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Internal	ali Ravonus Service						
ei	Name (as shown on your income tax return)						
Print or type See Specific Instructions on page	Business name, if different from above						
	Check appropriate box: Individual/Sole proprietor Corporation Partner Limited liability company. Enter the tax classification (D-disregarded entity, C-corporat Check appropriate box: Individual/Sole proprietor Check appropriate box: Partner Check a		Exampt payor				
	Address (number, street, and apt. or sufte no.)	s name and address (optional)					
pedi	City, state, and ZIP code						
See S	List account number(s) here (optional)	List account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)						
back	r your TIN in the appropriate box. The TIN provided must match the name given or sup withholding. For individuals, this is your social security number (SSN). However, a, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For of	for a resident	Social securit	y number			
your	employer identification number (EIN). If you do not have a number, see How to get	a TIN on page 3.		or			
	 If the account is in more than one name, see the chart on page 4 for guidelines of ber to enter. 	on whose	Employer iden	ntification number			
Par	rt II Certification						
Linde	er penalties of perjury, I certify that:						
1. T	The number shown on this form is my correct taxpayer identification number (or I ar	m waiting for a numb	er to be issu	ed to me), and			
R	am not subject to backup withholding because: (a) I am exempt from backup with Revenue Service (IRS) that I am subject to backup withholding as a result of a failur notified me that I am no longer subject to backup withholding, and						
3. 1	am a U.S. citizen or other U.S. person (defined below).						
withh For m arran	discation instructions. You must cross out item 2 above if you have been notified to holding because you have falled to report all interest and dividends on your tax return mortgage interest paid, acquisition or abandonment of secured property, cancellation agement (IRA), and generally, payments other than interest and dividends, you are relide your correct TIN. See the instructions on page 4.	um. For real estate tra on of debt, contribution	ansactions, I ons to an inc	tem 2 does not apply. Ityldual retirement			

Sign Signature of Here U.S. person

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or

Date ▶

· A domestic trust (as defined in Regulations section 301.7701-7).

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

Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

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

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

Form W-9 (Rev. 10-2007) Cat. No. 10231X

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