



2200 E. River Rd #108
Tucson, Arizona, 85718
(Office) 520-382-6800
(Fax) 520-382-6804

Property Management Agreement

PLEASE MAKE SURE ALL BLANKS ARE FULLY FILLED OUT ON EVERY PAGE. PLEASE DO NOT WRITE ANY ADDITIONAL VERBAGE ANYWHERE ON THIS AGREEMENT. AN INCOMPLETE AGREEMENT COULD RESULT IN A DELAY OF SERVICE.

Owner Name _____

Owner Name _____

Property Address _____

City _____ State _____ Zip _____

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Business Phone _____

Email Address _____

The term of this Agreement shall commence on _____, 20__ and end on _____, 20__. At the end of which this agreement will automatically renew for one year and will continue to renew every year hereafter unless a 30 day written notice, via email or otherwise, is received by OnSite Realty. (See terms of this agreement on page 6. These terms shall apply.)

Owner Initial

Responsibilities of "THE AGENT"

"THE AGENT" is authorized by Owner to: Rent the premises; investigate references; sign leases, renew or cancel existing leases, and prepare and execute new leases; **adjust rents according to market demand**; market the premises, display signs thereon. Terminate tenancies; sign and serve notices as deemed necessary by "THE AGENT"; institute and prosecute action to evict tenants; and to recover possession of the premises; sue for and recover rent; "THE AGENT" is also authorized to collect rents and other income, to give receipts therefore, and to deposit all funds collected hereunder in "THE AGENT'S" trust account.

- "THE AGENT" shall pay Owner's expenses from Owner's account. These expenses will be determined by Owner and may include; utilities, taxes, assessments, dues, encumbrances, repairs, maintenance. Expenses are the sole obligation of the Owner.
- "THE AGENT" is authorized in the name of and at the expense of the Owner, as may be advisable or necessary, to make or cause to be made, ordinary repairs and alterations to the premises, make contracts for utilities, fuel, trash collection, or other term services, and owner will indemnify "THE AGENT" for any responsibility for such contracts beyond the term of this agreement.
- "THE AGENTS" agrees to send a statement of the owners account once a month upon receiving any payment for the purpose of rent, repairs, etc.
- "THE AGENT" may retain or hire, on behalf of the Owner at Owner's expense, services of persons or companies as "THE AGENT" determines in "THE AGENT'S" reasonable discretion necessary for the maintenance of the subject property. Although it is the parties intention that these persons or companies will be independent contractors and not employees, if it is agreed or determined otherwise, said person will be Owner's employees and Owner will be solely responsible for any employee related responsibilities including reporting, filing, liabilities and taxes. It is further agreed that Owner will indemnify and hold "THE AGENT" harmless for claims of said person or companies from any employer related obligations. and from any government or agency claims.
- "THE AGENT" authorized by Owner, at "THE AGENT'S" sole discretion, may, but is not required, to initiate and proceed with any legal proceedings relative to management of the subject property, provided however "THE AGENT" will seek Owner approval if legal fees will exceed one month gross income from the property. Owner agrees to pay and reimburse "THE AGENT" for any legal fees, expenses and costs relating to such proceedings.

Owner Initial

- “THE AGENT” shall render to Owner a monthly statement of all receipts and disbursements, remitting any balance other than amount stated as expenses, shown to be due the owner. The disbursements shall include the compensation of “THE AGENT” on the basis therein provided; “THE AGENT” is required by law to report all rental income to the internal Revenue Service at the end of each calendar year, and the use of I. R. S. Form # 1099. It will be reported under the one social security or federal ID number provided by Owner. Owner will receive a copy of this form for tax records along with any annual statement.
- “THE AGENT” will be responsible for tenant evictions and eviction processes during the term of this agreement for any tenants that were approved by “THE AGENT”. “THE AGENT” may collect eviction expenses from the tenant.

Responsibility of Owner

- Owner warrants and assumes the responsibility that all structural components of the premises are in good repair and that the premises are in good conformity with state and local regulations. Owner acknowledges that “THE AGENT” has made no representations regarding condition of the property unless specifically set forth herein. Owner promises to keep the property free from lien or foreclosure of any type during this Agreement.
- Owner agrees that the agent has authority to have any necessary repairs performed on the property with a dollar amount of \$500.00 or less without prior approval. Any repair that is over \$500.00 will need written approval from the owner. In the event there is a lapse in your lease, or in the event either party gives notice to cancel this agreement, any and all outstanding invoices must be paid to OnSite Realty within 30 days of receipt. After two attempts to collect, the outstanding invoices will be sent to collections.
- Owner agrees that in the event there is an emergency repair that needs to be attended to at a cost of more than \$500.00, and the agent cannot get a hold of the owner, the agent shall make the executive decision after one hour of trying to contact the owner.
- All expenses due to repairs shall be deducted from the owner’s rental proceeds.
- Owner agrees, if furnishing the property to use as a vacation rental, owner shall fully fill out the inventory list and turn it into agent with this agreement. This form is on onsiterealty.net for your convenience.
- Owner is responsible for any personal property left on the premises. “THE AGENT” will not be responsible nor held liable for the loss, theft or damage thereof. “THE AGENT” will not be responsible for inventory of these items.

Owner Initial

- Owner agrees to indemnify, defend and hold “THE AGENT” harmless against and from all claims arising from the condition of the premises, acts of Owner or third parties on or about the premises, acts of “THE AGENT” and or employees performed with the express or implied consent of Owner, and from and against all costs, attorney’s fees and expenses incurred by “THE AGENT” in connections with such claims.
- Owner agrees to carry adequate property insurance coverage to protect, to owner’s satisfaction, real and personal property. Owner shall pay cost of this insurance. “THE AGENT” will be furnished a copy of such policy or policies. “
- Owner is responsible for the immediate remittance of funds to “THE AGENT” if the income is insufficient to cover expenses. “THE AGENT” is not responsible for late charges due on any payment made on Owner’s behalf, if due to a cause beyond “THE AGENT’S” control.
- Owner shall reimburse “THE AGENT” promptly for any monies, which “THE AGENT” may elect to advance for Owner expenses. Nothing contained herein, however, shall be construed to obligate “THE AGENT” to make any such advances.
- Owner agrees to comply with laws and regulations regarding landlord and tenant relations including without limitations the Arizona State Landlord/Tenant Act and anti-discrimination statutes such as Federal Housing Act.
- Owner acknowledges, “THE AGENT’S actions will be consistent with said laws and regulations. Owner acknowledges and agrees that neither owner nor RAG will discriminate against any person because of race, color, creed, religion, sex, sexual orientation, familial status, handicap, age or national origin. Owner’s failure to comply therewith or with said laws and regulations shall be a basis of immediate termination of this Agreement by “THE AGENT”.
- Owner is responsible for keeping their homeowner’s association dues, mortgage, and property taxes current. If any of these items lapse in payment or are delinquent OnSite Realty reserves the right to remove the tenant immediately.
- Owner is responsible to pay for utilities in the following ways: If OnSite Realty is advertising this home as a furnished rental basic expanded cable, high speed internet, and electric shall be paid for by the homeowner. If the home is unfurnished the owner will be asked to execute a master landlord agreement with TEP so that there is no lapse in power during a vacancy. During a vacancy the electric bill is the sole responsibility of the owner. This is necessary for the agent to show the unit to potential tenants and to perform any cleaning or repairs necessary. If the homeowner does not keep the utilities on and payment current OnSite Realty will pay the utility bill and bill the owner a \$250.00 processing fee for every utility bill paid every time.

- Owner agrees to pay to OnSite Realty a \$50 re-key fee each time a long term tenant moves out. Owner also agrees to pay for routine carpet cleaning after the move out of a tenant who's lease was more than 6 months in length at a price not to exceed \$90.00. Any damage or staining by the tenant shall be paid from tenant's deposit.
- If renting the property fully furnished owner shall provide to Agent a full inventory of all contents, including furniture at contract signing.

Owner Initial

Compensation:

- Owner agrees to pay "THE AGENT" an initial nonrefundable \$250 marketing fee (this fee is to be used at the sole discretion of the agent) as well as a management fee of 12% for a long term leases (4 months or more) and 30% for short term leases (less than 4 months) of the revenue generated from the property described above for management. Revenue shall include; gross rents, forfeited deposits, late fees, lease termination fees, etc. There will be \$50.00 fee for any check that is returned for non-sufficient funds for any reason.
- Commissions are due whether the rental resulted from Owner or "THE AGENT'S" efforts.
- "THE AGENT" may also collect fees from tenant for other services provided, such as unlocking tenant's door. "THE AGENT" will also retain NSF check fees and late payment penalties. The owner's net income check shall be processed within 5 to 7 business days of receiving the rent check from the current tenant. In the event that OnSite Realty does not receive the current tenant's rent check within the grace period (5 days after from the first of the month), owner may instruct OnSite Realty to begin the eviction process or give the tenant additional time to submit their payment. In the event OnSite Realty must stop payment on a check a \$50.00 fee will apply.

Liability:

- Owner hereby agrees to hold "THE AGENT" harmless from any and all claims, charges, debts, demands and lawsuits, including attorney's fees related to the management of the herein described property, and from any liability for injury on or about the property which may be suffered by any employee, tenant or guest upon the property.

Owner Initial

Terms of this Agreement:

- Should legal action or arbitration be instituted by either party to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees incurred therein.
 - The agreement may also be terminated by either party at any time with a 30 day written notice to the other and the payment of all fees, commissions, repairs, and expenses due "THE AGENT" under the terms of this Agreement. This includes but is not limited to, the monthly management fees through the term of any lease currently executed whether tenant resulted from the owner or the agent's efforts.
 - In the event of a dispute or disagreement concerning this Agreement or any aspect of the "THE AGENT"/Owner relationship, the District or Superior Court in Pima County, Arizona is agreed to be the sole trial forum for resolution.
 - Prior to Owner reoccupying the subject property or initiating any repairs or maintenance while this Agreement is in effect, a joint inspection by the Owner or Owner's representative and "THE AGENT" will be made.
 - This Agreement shall be interpreted and enforced according to the substantive laws of the State of Arizona.
- This Property Management Agreement, together with any written and signed addenda thereto, constitutes the parties' entire agreement. Any changes or modification must be in writing and signed by the parties. This Agreement shall be binding on the parties hereto, their heirs, executor, administrator, successors, and assigns.
 - Any Provision of the Agreement found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining valid and in effect.

Owner Initial

Onsite Realty offers direct deposit for all of our owners. If you wish to be on direct deposit please initial below and include a canceled check with your signed agreement.

Initial

Initial

IN WITNESS WHERE OF, In consideration of the mutual promises and covenants herein contained Owner and "THE AGENTS" hereto, hereby, execute this Agreement of the date first above written.

Owner Signature _____ Date _____

Owner Signature _____ Date _____

SS# _____

The SS# must be filled out for tax purposes. In addition, if you will be filing your taxes under a PC, LLC, IRA, or any other entity OnSite Realty will need the attached W-9 fully filled out. (See next page.)

OnSite Realty Agent

OnSite Realty
Chris Thompson
Designated Broker



**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company (enter the tax classification (disregarded entity, C corporation, S corporation) in the space below) Exempt payee

Other payee (describe) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Telephone number (area code optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, recoveries after a fire, theft, and other disasters, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person

Date

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 for you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- 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 States;
- An estate (other than a foreign estate); or
- 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 income.

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

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