

NABERS PROPERTY MANAGEMENT AGREEMENT FOR FURNISHED PROPERTY

PROPERTY OWNER AGREES THAT NABERS PROP. MGMT. & REAL ESTATE SHALL MANAGE PROPERTY LOCATED AT:

ADDRESS: _____

UNIT: _____

COMPLEX: _____

FOUNTAIN HILLS, ARIZONA 85268

1. THIS AGREEMENT STARTS ON _____ EXPIRES ON _____. THIS AGREEMENT CAN BE CANCELLED WITH A 30 DAY WRITTEN NOTICE BY EITHER PARTY UNLESS RESERVATION/LEASE HAS BEEN RECEIVED WITH DEPOSITS. AT CANCELLATION, EXPIRATION OR SALE, OWNER MUST PAY COMMISSIONS/MGMT. FEES DUE ON REMAINING LEASE TERM, ALL OUTSTANDING INVOICES, AND/OR COMMISSIONS DUE. THIS AGREEMENT WILL AUTOMATICALLY EXTEND FOR 1 YEAR.

2. AN ADMINISTRATIVE FEE OF **\$100** WILL BE COLLECTED ON START DATE (UNLESS RENEWAL). OWNER AGREES TO PAY NABERS PROP. MGMT. AND REAL ESTATE COMMISSION/MANAGEMENT FEE OF **15%** OF GROSS RENTS. FEES COLLECTED FOR RETURNED CHECKS WILL BE RETAINED BY NABERS PROP. MGMT. LATE FEES COLLECTED WILL BE SPLIT **50/50** BETWEEN OWNER AND NABERS PROP. MGMT. SHOULD TENANT FAIL TO PAY FOR ANY EXPENSES THAT RELATE TO CHECK BEING RETURNED THE OWNER AGREES TO REIMBURSE NABERS FOR BANK FEES AND FUNDS THAT OWNER RECEIVED. PROPERTY MANAGER HAS THE AUTHORITY TO WAIVE ANY FEES.

3. ON THE **20TH** OF EVERY MONTH NABERS WILL SEND ACH DEPOSIT OR MAIL OWNER FUNDS LESS ANY OUTSTANDING CHARGES AND FEES. OWNERS STATEMENT WILL BE EMAILED OR MAILED AT THE SAME TIME. ALL TENANT DEPOSITS WILL BE HELD BY NABERS IN A TRUST ACCOUNT. NABERS TRUST ACCOUNTS MAY BE INTEREST-BEARING WITH ALL INTEREST INCOME ACCURING TO THE BENEFIT OF NABERS PROP. MGMT. AND REAL ESTATE. ANY LOST OR MISPLACED OWNERS CHECKS WILL RESULT IN STOP PAYMENT FEES TO BE DEDUCTED FROM CHECK & ADMIN FEE OF **\$50.00 PER CHECK** CHARGE TO OWNER.

4. PROPERTY MANAGER WILL RESPOND TO TENANTS REQUEST AND ARRANGE FOR MAINTENANCE/REPAIRS UP TO **\$400** PER ACCURANCE. IF OVER **\$400** NABERS WILL CONTACT OWNER FOR APPROVAL. IF UNABLE TO REACH OWNER, NABERS HAS AUTHORITY TO APPROVE. OWNER ACKNOWLEDGES THEIR LEGAL RESPONSIBILITY TO MAKE REPAIRS UNDER CIRCUMSTANCES THAT THE PROPERTY MANAGER DEEMS AN EMERGENCY, AS NECESSARY TO PROTECT THE PROPERTY FROM DAMAGE, TO PREVENT INJURIES, TO COMPLY WITH APPLICABLE LAWS AND DEED RESTRICTIONS, TO PREVENT INJURIES TO PERSONS OR LOSS OF LIFE, AND/OR TO MAINTAIN SERVICES TO THE TENANT. OWNER AGREES THAT ANY AND ALL CLAIMS RESULTING FROM SUCH REPAIRS AND WORK DONE SHALL BE ONLY AGAINST THE INDIVIDUAL AND/OR VENDORS AND NOT AGAINST NABERS PROPERTY MANAGEMENT & REAL ESTATE OR AGENTS.

5. PROPERTY MANAGER MAY REQUIRE ADVANCE FUNDS FROM OWNER FOR REPAIRS OR SERVICES CONTRACTED IN THE MANAGEMENT OF PROPERTY. PROPERTY MANAGER IS UNDER NO OBLIGATION TO ADVANCE FUNDS TO THE OWNER. PROPERTY MANAGER SHALL HAVE AUTHORITY TO DEDUCT FUNDS FROM THE RENTAL INCOME OF THIS OR ANY OTHER RENTAL PROPERTY MANAGED BY PROPERTY MANAGER TO PAY ANY OUTSTANDING CHARGES ARISING FROM THE MANAGEMENT OF THIS PROPERTY DURING THE TERM OF THIS AGREEMENT. SUCH ASSIGNMENT OF RENTS SHALL REQUIRE NO ADVANCE NOTICE FROM PROPERTY MANAGER. PROPERTY MANAGER SHALL HAVE ABSOLUTE LIEN RIGHTS TO RECOVER ANY/ALL OUTSTANDING INVOICES PERTAINING TO THE MANAGEMENT OF THIS PROPERTY.

6. OWNER IS AWARE THAT THE TOWN OF FOUNTAIN HILLS HAS A RENTAL TAX ON GROSS RENTS PAID BY TENANT. NABERS PROP. MGMT. WILL CHARGE TENANT FOR THIS TAX ABOVE MONTHLY RENT AND PAY TO OWNER WITH RENT. OWNER IS RESPONSIBLE TO GET A TRANSACTION PRIVILEGE TAX LICENSE NUMBER AND IS RESPONSIBLE FOR THE RENTAL TAX PAYMENTS TO THE ARIZONA DEPT. OF REVENUE. (CURRENT TAX RATE IS 1.6% ON RENTALS 30 DAYS OR LONGER, CURRENT TAX RATE IS 13.87% ON RENTALS LESS THAN 30 DAYS)

7. OWNER AGREES FOR NABERS TO PAY REFERRING BROKERAGE A CO-BROKE COMMISSION OF **3%** OF GROSS RENTS FOR TERM OF LEASE. THIS FEE IS ABOVE THE COMMISSION/MANAGEMENT FEE OF **15%**. THIS FEE TO BE DEDUCTED OUT OF FIRST MONTHS RENT.

8. OWNER TO INCLUDE ALL UTILITIES, LOCAL PHONE LANDLINE (UPON REQUEST) CABLE PACKAGE (COX MINIMUM TV ESSENTIAL OR EQUIVALENT), AND WIRELESS INTERNET FOR TENANTS. SERVICES MUST BE CONNECTED & WORKING ORDER **15 DAYS PRIOR** TO TENANT ARRIVAL. OWNER IS RESPONSIBLE FOR EQUIPMENT INSTALLATION AND RETURN OF SUCH. **\$100** ADMIN. FEE PER OCCURANCE FOR INSTALLATION OR TO RETURN EQUIPMENT BY NABERS. OWNER TO PROVIDE NABERS WITH **3 SETS** OF KEYS.

9. OWNER AGREES THAT NABERS PROP. MGMT. CAN RE-CONNECT ANY UTILITY SHOULD DISCONNECTION OCCUR DURING TENANT OCCUPANCY FOR ANY REASON AND A **\$100** ADMINISTRATIVE FEE WILL BE CHARGED TO OWNER. OWNER UNDERSTANDS UTILITY COMPANY MAY CHARGE A FEE FOR REPAIRS NEEDED DURING OCCUPANCY AND AGREES NABERS CAN ARRANGE THIS SERVICE WITHOUT PRIOR NOTICE TO OWNER.

10. CANCELLATION OF A RESERVATION BY TENANT LESS THAN **90 DAYS** WILL RESULT IN A **\$100** PROCESSING FEE PAID TO NABERS' THAT WILL BE DEDUCTED FROM TENANTS DEPOSIT & THE REMAINDER OF DEPOSITS FORFEITED TO OWNER.

11. IT IS OWNERS' RESPONSIBILITY TO PROVIDE NABERS AN INVENTORY AND UPDATES PRIOR TO LEASING/RESERVING PROPERTY. OWNER UNDERSTANDS NABERS PROP. MGMT. WILL NOT DO INSPECTIONS OR CHECK INVENTORIES AFTER EACH TENANT OCCUPANCY. OWNER RELEASES NABERS PROP. MGMT., ITS AGENTS, VENDORS AND CLEANERS OF ANY LIABILITY RELATING TO CONTENTS OF PROPERTY PER THE INVENTORY LIST AND ANY LOSSES AND/OR DAMAGES DURING MANAGEMENT AND/OR TENANCY. A **\$35** PER HOUR FEE WILL BE CHARGED TO OWNER FOR ITEMS PURCHASED DURING TENANCY.

12. OWNER AGREES TO PAY NABERS A **6%** COMMISSION FEE (NEGOTIABLE) OF SALES PRICE SHOULD OWNER SELL PROPERTY DIRECTLY TO TENANT THAT WAS PROCURED BY NABERS AND EXTENDS 90 DAYS AFTER LEASE OR RESERVATION EXPIRATION.

13. OWNER AGREES TO RECEIVE ANNUAL **MISC 1099'S** BY EMAIL/ELECTRONICALLY.

14. OWNER ACCEPTS/AGREES THAT NABERS PROPERTY MANAGEMENT AND REAL ESTATE MAY REPRESENT BOTH PARTIES ON A LEASE/RESERVATION AND/OR LISTING/SALE OF THIS PROPERTY.

15. OWNER IS AWARE THAT NABERS PROP. MGMT. **WILL NOT** CONTACT THE OWNER PRIOR TO EACH RESERVATION OR TENANT OCCUPANCY. **OWNER MUST CONTACT NABERS FOR AVAILABILITY PRIOR TO OCCUPYING THIS PROPERTY.**

16. OWNER MUST ALLOW A **48 HOUR** VACANCY PERIOD AFTER OCCUPYING THE PROPERTY PRIOR TO TENANT ARRIVAL AND **AFTER** TENANT DEPARTURE PRIOR TO OWNERS ARRIVAL. ALL PROPERTIES WILL BE PROFESSIONALLY CLEANED PRIOR TO TENANT ARRIVAL. **NO EXCEPTIONS TO THIS POLICY.**

17. OWNER AGREES TO PROVIDE GENERAL LIABILITY INSURANCE ON THIS PROPERTY MINIMUM \$100,000/\$300,000 DURING TERM OF THIS MANAGEMENT AGREEMENT.

18. OWNER AGREES TO PROMPTLY DEFEND AT HIS/HER EXPENSE ANY ACTION, CLAIM OR PROCEEDINGS AGAINST PROPERTY MANAGER, NABERS PROPERTY MGMT & REAL ESTATE LLC, AND/OR AGENTS ARISING FROM THE TENANCY OR MANAGEMENT OF THIS PROPERTY. ARIZONA LAW REQUIRES THAT ONLY THE OWNER OR ATTORNEY FOR OWNER MAY APPEAR IN ARIZONA COURT OF LAW ON BEHALF OF OWNER.

19. THE OWNER GIVES AUTHORITY TO THE PROPERTY MANAGER AS AGENT TO EXECUTE DOCUMENTS INCLUDING SALE AND LEASE LISTING AGREEMENTS, OTHER MULTIPLE LISTING FORMS, LEASES AND IN OTHER INSTANCES RELATING TO CONSCIENTIOUS MANAGEMENT ACTIVITIES OR AS DIRECTED BY THE PROPERTY OWNER. THE EXERCISE OF THIS AUTHORITY TO SIGN FOR THE OWNER IS LIMITED TO PROPERTY MANAGER AND/OR BROKER OF NABERS PROP. MGMT.

20. SHOULD FORECLOSURE OCCUR, EITHER VOLUNTARY (DEED IN LIEU) OR INVOLUNTARY THE LANDLORD MAY BE CALLED TO OFFER SETTLEMENT ARRANGEMENTS WITH TENANT. IN ADDITION, LANDLORD ACKNOWLEDGES THE RESPONSIBILITY TO MAKE CURRENT ALL OUTSTANDING REPAIR BILLINGS TO DATE FOR WORK ORDERED DURING THE TIME THAT NABERS PROP. MGMT. AND REAL ESTATE MANAGED THIS PROPERTY. ALL CHARGES FOR PERFORMED MAINTENANCE SHALL BE PAID BEFORE ANY TITLE TRANSFER.

21. UPON TERMINATION OF THIS AGREEMENT NABERS PROP. MGMT. AND REAL ESTATE SHALL PROVIDE THE OWNER WITH FINAL ACCOUNTING OF PROPERTY'S FINANCIAL STATUS INCLUDING:

- a. WITHIN FIVE DAYS, LIST OF ALL TENANT SECURITY OBLIGATIONS.
- b. WITHIN THIRTY-FIVE DAYS REIMBURSEMENT FOR ALL MONIES REMAINING IN PROPERTY ACCOUNTS EXCEPT MONIES FOR UNPAID OBLIGATIONS DURING TERM OF AGREEMENT.
- c. WITHIN SEVENTY-FIVE DAYS, A FINAL ACCOUNT'S RECEIVABLE/PAYABLE LIST.
- d. WITHIN SEVENTY-FIVE DAYS A FINAL BANK ACCOUNT RECONCILIATION.

RENT PER MONTH OR AS NEGOTIATED AND ACCEPTED VERBALLY BY OWNER \$ _____
 OWNER WILL NOT ACCEPT ANY OTHER OFFERS ONCE LEASE/RESERVATION HAS BEEN VERBALLY ACCEPTED BY OWNER OR AGENT.

NAME _____ SOCIAL SEC. # _____

NAME _____ SOCIAL SEC. # _____

MAILING ADDRESS _____ WORK PHONE _____

CITY/STATE/ZIP _____ HOME PHONE _____

EMAIL _____ CELL PHONE _____

****REQUIRED INFORMATION FOR DIRECT DEPOSIT: MAIL CHECK: YES OR NO**

ACCOUNT NAME _____ BANK NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

ROUTING# _____ ACCOUNT# _____

SELECT ONE: CHECKING _____ (ATTACH VOIDED CHECK) OR SAVINGS _____

OWNER BLOCKS: _____

PROPERTY PROFILE

RENTAL PRICE: _____ PER MO. AVAILABLE: _____ SINGLE FAMILY ___ PATIO HOME ___ DUPLEX ___ CONDO ___

SQ.FT. _____ YR. BUILT _____ # BEDRMS _____ # BATHRMS _____ DEN _____ LOFT _____ OTHER _____ PETS YES /NO /2

MASTER BED SIZE _____ GUEST 1 _____ GUEST 2 _____ GUEST 3 _____ OTHER BEDS/SOFA SLEEPERS _____

CARPORIT SIZE # _____ GARG SIZE # _____ REMOTES _____ GARG CODE _____ GATE REMOTES _____ GATE CODE _____

KEYS: PROP. ___ MAILBOX # ___ POOL ___ OTHER _____ LANDLINE PHONE # _____ PROVIDER _____

COX TV ESSENTIALS OR EQUIVALENT/PROVIDER _____ TRASH _____ INVENTORY ATTACHED: YES ___ NO ___

WIRELESS INTERNET NETWORK: _____ PROVIDER: _____ PASSWORD: _____

HOME WARRANTY _____ WITH _____ PH # _____

VENDORS WHO SERVICE PROPERTY _____

OTHER WARRANTIES _____

HOA _____ NAME _____ PHONE # _____

PROPERTY FEATURES-CIRCLE ALL THAT APPLY

COMMUNITY FEATURES

DOWNSTAIRS	OFFICE/DEN	BUILT IN BBQ	CEILING FANS	COIN-OP LAUNDRY
UPSTAIRS	FAMILY RM	FIREPLACE (S)	SPRINKLERS (CEILING)	GATED
2 LEVELS	LOFT	SPA	POOL (HEATED)	FITNESS CENTER
ALL TILE	BONUS/REC RM	HOT TUB	FENCED	STORAGE
WOOD FLOOR	AZ. RM	RV GATE	WATER SOFTENER	CLUBHOUSE/PLAYGROUND
BREAKFAST NOOK	PATIO	BALCONY	R.O. SYS.	COMMUNITY POOL/SPA
DISHWASHER	FRIG/MICRO	WASHER/DRYER	SEC. SYS	COMMUNITY BBQ GRILLS

SPECIAL FEATURES/ADDITIONAL PERSONAL PROPERTY: _____

THE INFORMATION INCLUDED IS ACCURATE AND I AGREE TO THE TERMS. I ACCEPT RESPONSIBILITY AND RELEASE NABERS PROP. MGMT OF ALL LIABILITY FOR ANY INFORMATION ON THIS SHEET THAT IS INCORRECT. **I UNDERSTAND THAT NABERS PROP. MGMT., AGENTS OR VENDORS WILL NOT BE RESPONSIBLE FOR CLOSE DOWN PROCEDURES FOR PROPERTY.**

ACCEPTANCE OF THIS AGREEMENT IS EVIDENCED BY THE SIGNATURES BELOW:

 OWNER SIGNATURE _____ DATE _____

 OWNER SIGNATURE _____ DATE _____

 _____ DATE _____

PROPERTY MANAGER
 BROKER INITIALS _____ DATE _____ FILE # _____