

**NABERS PROP. MGMT. AGREEMENT UNFURNISHED PROPERTY** PROPERTY OWNER/LESSOR AGREES THAT NABERS PROPERTY MANAGEMENT & REAL ESTATE SHALL MANAGE THE PROPERTY LOCATED AT: \_\_\_\_\_  
COMPLEX \_\_\_\_\_ UNIT \_\_\_\_\_ FOUNTAIN HILLS, ARIZONA 85268

1. **\$100** ADMINISTRATIVE FEE WILL BE COLLECTED ON START DATE OF THIS AGREEMENT (UNLESS RENEWAL). OWNER AGREES TO PAY NABERS THE COMMISSION/MANAGEMENT FEE OF **13%** TO BE DEDUCTED FROM MONTHLY GROSS RENTS. CHARGES COLLECTED FOR RETURNED CHECKS WILL BE RETAINED BY NABERS PROPERTY MANAGEMENT. LATE FEES COLLECTED WILL BE SPLIT **50/50** BETWEEN OWNER AND NABERS PROPERTY MGMT. PROPERTY MANAGER HAS THE AUTHORITY TO WAIVE ANY FEES.
2. PROPERTY MANAGER WILL MAKE BEST EFFORTS TO SCREEN PROSPECTIVE TENANTS AND COLLECT RENTS.
3. ON THE **20<sup>TH</sup>** 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 WORK OR SERVICES CONTRACTED FOR THIS PROPERTY. PROPERTY MANAGER SHALL HAVE AUTHORITY TO DEDUCT FUNDS FROM THE RENTAL INCOME OF THIS OR OTHER RENTAL PROPERTY MANAGED BY NABERS FOR OWNER TO PAY OUTSTANDING INVOICES. ASSIGNMENT OF RENTS SHALL REQUIRE NO ADVANCE NOTICE FROM PROPERTY MANAGER. PROPERTY MANAGER SHALL HAVE ABSOLUTE LIEN RIGHTS TO RECOVER ANY OUTSTANDING INVOICES PERTAINING TO THE MGMT OF THIS PROPERTY.
6. THIS AGREEMENT IS SEPARATE FROM ANY LISTING SALES AGREEMENT WHICH MAY BE IN EFFECT CONCURRENTLY, AND SUCH LISTING AGREEMENT SHALL NOT ALTER THIS AGREEMENT.
7. DURING THE TERM OF THIS AGREEMENT OWNER AGREES TO THE FOLLOWING CONDITIONS:
  - a. AGREES FOR NABERS TO PAY REFERRING BROKERAGE A CO-BROKE COMMISSION/LEASING FEE OF **3%** OF GROSS RENT FOR THE TERM OF TENANTS INITIAL LEASE. THIS FEE IS ABOVE NABERS MANAGEMENT FEE AND WILL BE DEDUCTED FROM FIRST MONTHS RENT.
  - b. AGREES TO PAY A SALES COMMISSION OF **6%** OF SALES PRICE TO NABERS SHOULD OWNER SELL PROPERTY DIRECTLY TO TENANT. THIS FEE IS NEGOTIABLE. THIS EXTENDS FOR 90 DAYS AFTER EXPIRATION OF LEASE AND/OR MANAGEMENT AGREEMENT.
  - c. AGREES TO HOLD HARMLESS NABERS/AGENTS AND VENDORS FOR ANY LOSS/DAMAGES TO PROPERTY, PROPERTY CONTENTS AND PERSONAL ITEMS LEFT AT PROPERTY.
  - d. IF TENANTS CHECK IS RETURNED TO NABERS FOR ANY REASON AND MONIES HAVE BEEN SENT TO OWNER, THE OWNER AGREES TO RETURN THESE FUNDS PLUS BANK FEE OF **\$50** TO NABERS AND REIMBURSE FOR ANY OTHER PAYABLES RELATING TO THIS PROPERTY.
  - e. OWNER IS AWARE THAT THE TOWN OF FOUNTAIN HILLS ENFORCES A RENTAL TAX ON RENTS COLLECTED AND NABERS PROP. MGMT. WILL CHARGE TENANT FOR THIS TAX ABOVE MONTHLY RENT. OWNER IS RESPONSIBLE TO GET A TRANSACTION PRIVEGE TAX LICENSE NUMBER AND FOR THE PAYMENT OF THIS TAX TO ARIZONA DEPT. OF REVENUE.
  - f. OWNER IS RESPONSIBLE TO PAY THE FOUNTAIN HILLS SANITARY DIST. SEWER FEES.
  - g. OWNER AGREES TO RECEIVE **MISC 1099** BY EMAIL/ELECTRONICALLY.
8. OWNER AGREES TO PROMPTLY DEFEND AT HIS/HER EXPENSE ANY ACTION, CLAIM OR PROCEEDINGS AGAINST NABERS/AGENTS/PROPERTY MANAGER ARISING FROM THE MANAGEMENT OF THIS PROPERTY.
9. IF LEGAL ASSISTANCE IS REQUIRED REGARDING TENANCY OR OTHER PROCEEDINGS INVOLVING SUBJECT PROPERTY, COUNSEL WILL BE PROVIDED AT THE EXPENSE OF OWNER. ARIZONA LAW REQUIRES THAT ONLY THE PROPERTY OWNER OR THE OWNER'S ATTORNEY MAY APPEAR ON BEHALF OF THE OWNER IN A COURT OF LAW.
10. OWNER AGREES TO PROVIDE GENERAL LIABILITY INSURANCE ON THIS PROPERTY MINIMUM \$100,000/\$300,000 DURING TERM OF MANAGEMENT.
11. OWNER GIVES AUTHORITY TO PROPERTY MANAGER AS AGENT TO SIGN LEASE LISTING AGREEMENTS, MULTIPLE LISTING FORMS, LEASES OR AS DIRECTED BY THE PROPERTY OWNER. THE EXERCISE OF THIS AUTHORITY TO SIGN FOR THE OWNER IS LIMITED TO THE PROPERTY MANAGER AND/OR BROKER OF NABERS PROPERTY MANAGEMENT & REAL ESTATE.

12. OWNER GIVES PERMISSION FOR PROPERTY MANAGER TO REPRESENT BOTH LESSOR AND LESSEE TO THE LEASE AND SELLER AND BUYER IN A SALE OF THIS PROPERTY.

13. THIS AGREEMENT STARTS ON \_\_\_\_\_ EXPIRES ON \_\_\_\_\_ AT EXPIRATION OWNER IS RESPONSIBLE FOR COMMISSION /MANAGEMENT FEES DUE ON ANY REMAINING LEASE TERM SHOULD THIS AGREEMENT NOT BE EXTENDED. THIS AGREEMENT CAN BE CANCELLED WITH A 30 DAY WRITTEN NOTICE BY EITHER PARTY. CANCELLATION OR SALE OF PROPERTY DOES NOT TERMINATE THE OWNERS OBLIGATION FOR ANY OUTSTANDING BILLS, INVOICES, NOR LIABILITY FOR ANY COMMISSION/MANAGEMENT FEES DUE RELATING TO EXISTING LEASE TERMS, RENEWALS AND EXTENSIONS OR THE SUBSEQUENT SALE OF THE PROPERTY TO A TENANT, PARAGRAPH 7b. THIS AGREEMENT AUTOMATICALLY EXTENDS FOR ONE (1) YEAR UNLESS OWNER NOTIFIES NABERS PROP. MGMT. IN WRITING 30 DAYS PRIOR TO EXPIRATION.

14. SHOULD FORECLOSURE OCCUR, EITHER VOLUNTARY (DEED IN LIEU) OR INVOLUNTARY THE OWNER MAY BE CALLED UPON TO OFFER SETTLEMENT ARRANGEMENTS WITH TENANT. OWNER ACKNOWLEDGES THE RESPONSIBILITY FOR ALL OUTSTANDING REPAIR BILLINGS TO DATE FOR WORK ORDERED DURING THE TIME THAT NABERS MANAGED SUBJECT PROPERTY. ALL CHARGES FOR MAINTENANCE COMPLETED TO BE PAID BEFORE TITLE TRANSFER.

15. UPON TERMINATION OF THIS AGREEMENT NABERS PROP. MGMT. SHALL PROVIDE THE OWNER WITH FINAL ACCOUNTING OF PROPERTY 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 ACCOUNTS RECEIVABLE/PAYABLE LIST.
- d. WITHIN SEVENTY-FIVE DAYS A FINAL BANK ACCOUNT RECONCILIATION.

16. NABERS HAS THE AUTHORITY TO EXTEND LEASE, ALLOW TENANT TO GO MONTH TO MONTH AND/OR ADJUST RATE UNLESS OWNER CONTACTS NABERS IN WRITING MINIMUM OF **60 DAYS** PRIOR TO EXPIRATION OF TENANTS LEASE TERM.

17. OWNER AGREES THAT NO OTHER REAL ESTATE BROKERAGE REPRESENTS OWNER IN THE MANAGEMENT OF THIS PROPERTY. OWNER REPRESENTS THAT THIS PROPERTY IS NOT IN BANKRUPTCY OR AT RISK OF FORECLOSURE.

RENT PER MONTH OR AS NEGOTIATED AND ACCEPTED VERBALLY BY OWNER \$ \_\_\_\_\_  
OWNER WILL NOT ACCEPT ANY OTHER OFFERS ONCE LEASE TERMS ARE VERBALLY ACCEPTED.

**OWNER INFORMATION:**

NAME \_\_\_\_\_ SOCIAL SEC. # \_\_\_\_\_

NAME \_\_\_\_\_ SOCIAL SEC. # \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_ HOME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

**PROPERTY PROFILE MUST BE ATTACHED AND BECOMES PART OF THIS AGREEMENT  
\*\*REQUIRED INFORMATION: (PLEASE ATTACH VOIDED CHECK FOR ACH DIRECT DEPOSIT)**

ACCOUNT NAME \_\_\_\_\_

BANK NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

ROUTING# \_\_\_\_\_ ACCOUNT# \_\_\_\_\_

SELECT ONE: CHECKING \_\_\_\_\_ **ATTACH VOIDED CHECK** \_\_\_\_\_ OR SAVINGS \_\_\_\_\_

**ACCEPTANCE OF THIS AGREEMENT IS EVIDENCED BY THE SIGNATURES BELOW:**

\_\_\_\_\_  
OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
PROPERTY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

BROKER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ FILE # \_\_\_\_\_

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