

**WEST USA REALTY, PROPERTY MANAGEMENT
16150 N ARROWHEAD FOUNTAIN CENTER DR # 100
PEORIA, ARIZONA 85382
602-942-1410**

AGENT NAME: James Wehner **DATE:** _____

- This agreement by and between WEST USA REALTY, hereafter know as BROKER, and _____ hereafter known as OWNER, employs BROKER exclusively to rent, lease, operate and manage the real property situated in the City of Phoenix, County of Maricopa, State of Arizona described as _____ shall begin on _____ and end on _____, at which time this agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein remaining the same, unless either party provides written notice to the other of their intention to terminate this Agreement. Either party hereto may terminate this contract by giving to the other part a 30 day notice in writing from the 1st of the month. The following are the TERMS and CONDITIONS.

BROKER'S OBLIGATIONS

OWNER HEREBY CONFERS UPON THE BROKER THE FOLLOWING DUTIES, AUTHORITY AND POWERS:

1. **LEASING.** To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon, to execute leases for terms not to exceed _____ (____) years, renewals or cancellations of leases relating to the property: to terminate tenancies and to sign and serve for the OWNER such notices as BROKER deems appropriate; to institute legal actions in the name of the OWNER; to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle, compromise and release such actions.
2. **RENTS.** To collect rents and to collect and disburse security and other deposits; to hold the security deposit in BROKER'S trust account until time for disbursement at end of lease, for benefit of the lessor and/or lessee; to deposit all receipts collected for OWNER in an account with a qualified banking institution. BROKER shall not incur any liability for bankruptcy or failure of the depository. It is understood and agreed that the BROKER may deposit the security funds into a trust savings account. The interest therefrom will be used by the BROKER as additional compensation for his services. BROKER will not be responsible to account for such interest.
3. **PRICE DETERMINATION.** The herein described property shall be rented for a price determined by the owner.
4. **MAINTENANCE.** To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be independent contractors. Owner agrees to pay BROKER \$ _____ (N/A) per month for maintenance of yard and/or \$ _____ (N/A) per month for maintenance of the pool when deemed necessary by BROKER.
5. **SERVICE CONTRACTS.** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the BROKER shall deem to be advisable and/or necessary.
6. **REPAIRS.** To take charge of any necessary repairs, decorating and alterations and to purchase supplies therefore. BROKER agrees to obtain OWNER'S prior authorization for any and each expense item in excess of \$ _____, except monthly or recurring operating charges or emergency repairs, or in the event the OWNER is not available for consultation, and if the BROKER deems such expenditures in excess of this amount necessary for the protection of the property from damage or to perform services to the tenants provided for in their leases. BROKER may retain, in addition to the Security Deposit, a \$ _____ balance in the account for minor repairs and upkeep.

7. **MONTHLY STATEMENTS.** To render monthly itemized statements of receipts, expenses, charges and accruals and to remit to OWNER receipts, less disbursement and accruals for future expenses. In the event disbursements shall exceed receipts, OWNER shall promptly remit such excess to the BROKER. OWNER assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of BROKER'S duties set forth herein.

8. To make monthly mortgage payments out of the Owner's funds unless otherwise instructed by the Owner in the following space provided _____.

OWNER OBLIGATION

1. **BROKERAGE FEES.** OWNER agrees to pay BROKER a fee or fees for services rendered at the rates hereinafter set forth. OWNER recognizes BROKER as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated shall compensate BROKER in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the BROKER from receipts.

LEASING FEE: A leasing fee of _____ of the total consideration of the lease, to be paid to the broker upon the signing of the lease.

MANAGEMENT FEE: _____ of the Gross Amount of money received from the operation of said premises during the period herein provided. The management fee shall be payable when the rent and receipts are received or by agreement between Owner and Broker in writing. In addition, you will receive a statement of earnings and are responsible for including these earnings when filing your taxes.

LATE FEES. _____ % of all late fees collected will be disbursed to WEST USA REALTY/ PROPERTY MANAGEMENT to help cover additional administrative time and expense.

2. **HOLD HARMLESS.** OWNER agrees to hold BROKER harmless from all damage suits in connection with management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry at his own expense, adequate public liability and to name the BROKER as co-insured. The BROKER also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the BROKER'S compensation or if BROKER successfully defends any action brought against BROKER by OWNER, relating to the property, or BROKER'S management thereof, OWNER agrees to pay all costs incurred by BROKER in connection with such action, including a reasonable attorney's fee.

3. **DATA AND RECORDS.** OWNER agrees to make available to BROKER all data, records and documents pertaining to the property which the BROKER may require to properly exercise his duties hereunder. OWNER is responsible to provide 1099's to any vendor they deem necessary. Owner is responsible to verify and set up applicable city sales tax license. All owners are required to return a completed W-9 for tax record purposes.

4. **FORECLOSURE.** It is agreed between owner and WEST USA PROPERTY MANAGEMENT that the owner agrees to notify WEST USA PROPERTY MANAGEMENT if a notification of eminent foreclosure of the property is received, and authorizes management to immediately release the tenant from any further lease obligation upon such notification. Owner, by signature below releases WEST USA PROPERTY MANAGEMENT/REALTY of any liability and/or responsibility regarding foreclosure of any property.

ACCEPTANCE

The BROKER accepts this exclusive employment and agrees to use diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

OWNER (signature)

BROKER

OWNER (signature)

SALES AGENT

STREET ADDRESS

STREET ADDRESS

CITY STATE ZIP

CITY STATE ZIP

HOME TELEPHONE NUMBER

TELEPHONE

WORK TELEPHONE NUMBER

CELL NUMBER

EMAIL ADDRESS

Key inventory: _____

ADDITIONAL INFORMATION:

House key: _____

Pool key: yes _____ no _____

Mail key : yes _____ no _____ box # _____

INSURANCE INFORMATION:

AGENT: _____

POLICY #: _____

PHONE #: _____

EMERGENCY CONTACT TELE PHONE NUMBER:
(other than your home or your work numbers)

OWNERS FAX NUMBER:

Garage Door Openers: _____

HOME WARRANTY INFORMATION:
(if applicable)

DESCRIPTION OF RENTAL PROPERTY

ADDRESS _____ CITY _____

RENT AMT _____ SECURITY DEPOSIT _____

WHEN AVAILABLE _____ HOW TO SHOW _____

PETS (YES/NO) _____

SQ. FOOTAGE OF HOME _____ #OF LEVELS _____ YEAR BUILT _____

BEDROOMS _____ BATHS _____ DEN _____ FAMILY ROOM _____

DINING ROOM _____ LAUNDRY ROOM _____ OTHER _____

CARPET COLOR _____ TILE _____

FIREPLACE _____ APPLIANCES INCLUDED _____

B/I MICROWAVE _____ COMPACTOR _____ DISPOSAL _____

SPECIAL FEATURES: _____

FRONT YARD _____ YARD SERVICE _____

BACK YARD _____ YARD SERVICE _____

PARKING _____ PATIO _____

POOL _____ SPA _____ POOL SERVICE COMPANY _____

_____ POOL FENCED _____ OTHER _____

UTILITY PROVIDERS: ELECTRIC _____ GAS _____

WATER COMPANY _____ CABLE CO _____

HOMEOWNERS ASSOCIATION NAME, ADDRESS & PH. # (IF ANY) _____

SERVICES PROVIDED BY OWNER _____

SERVICES PROVIDED BY HOA (IF APPLICABLE) _____

CROSS STREETS/DIRECTIONS _____

PLEASE COMPLETE IN FULL & RETURN