

PROPERTY MANAGEMENT AGREEMENT  
AND DURABLE POWER OF ATTORNEY



This property management agreement (the “Agreement”) is entered into on           SAMPLE          ,  
between           SAMPLE           (“Owner”) and MBA Real Estate, (“Manager”), with the following  
terms and conditions:

**1.0 AGREEMENT TERM AND RENEWAL.** Owner employs Manager and grants Manager the exclusive right to  
market, lease, operate and/or manage the Property described in attached Addendums for the period commencing on  
          SAMPLE           and terminating on           SAMPLE           unless otherwise extended.

This Agreement will automatically renew for additional 12 –month periods with all applicable changes including fees if  
Manager does not receive written notice from Owner at least  
30 days prior to the expiration of the Agreement stating the Owner’s election not to renew the Agreement. Manager will  
provide Owner a written reminder notice of renewal at least 30 days prior to the expiration date noted in this Agreement.  
If delivered to one individual, it is considered received by all parties.

**2.0 SCOPE OF AUTHORITY AND POWERS.** Pursuant to A.R.S. § 32-2173(A)(1)(j), this Agreement may not be assigned  
to another licensee or licensed entity without the express written consent of the Owner. Owner grants Manager actual  
agency authority to act as agent on behalf of an in the name of Owner in managing, marketing, leasing, operating and/or  
arranging for the lease of the Property. Accordingly, Owner authorizes Manager to do the following, in addition to any  
other authority and powers granted hereby:

**a. RENT:** Manager will collect rents and security deposits. All funds, including deposits, will be held in an interest  
or non-interest-bearing trust account as elected by Manager. If trust account is interest bearing, any interest earned  
shall be paid to Manager as additional compensation for Manager’s services. All tenant rents will be credited to  
Owner’s account. Any balances in Owner’s account will be remitted to Owner monthly except for any amounts  
necessary to satisfy the minimum reserve required for Owner’s Property. Prepaid rents shall be held by Manager  
and released to Owner when appropriate month is due.

**b. LEASING:** Manager shall be permitted to use its discretion in negotiating for and agreeing upon a lease  
agreement for any portion of the Property, granting any tenant incentives, and enforcing the terms and conditions of  
any lease agreement as Manager deems appropriate. Manager agrees to make its best effort in notifying Owner in  
advance of any potential tenants and/or any incentives to be granted to tenant. Manager shall also have sole and  
absolute discretion in determining what scope of tenant screening is appropriate under the circumstances and is  
authorized to conduct any credit checks, criminal background checks, public record searches, employment  
verifications, and current residence checks – in addition to any other checks, searches, or inquiries deemed  
appropriate by Manager. One application shall be processed at a time – first come, first served. MBA Real Estate  
shall not be liable to Owner for the actions of tenants. **Manager and Owner are required to comply with all  
federal, state, and local fair housing laws and regulations including but not limited to assistive animal(s).**  
Manager shall retain all application fees. **In accordance with the Federal Privacy Act, Manager will not provide  
Owner with potential tenant’s personal and/or private information.** All deposits accepted by Manager to hold  
Property off market will be paid to Owner if prospective tenant fails to complete the lease. Manager reserves the  
right to charge and retain a monthly administrative fee from the tenant.

**c. LEASE ENFORCEMENT:** Owner authorizes Manager, in exercise of its sole discretion, to perform all necessary  
and/or appropriate services required when tenant is delinquent with rents or other payments or otherwise in breach  
and/or default of any contractual or other obligation. Accordingly, Manager may elect on Owner’s behalf any or all  
the following, without limitation: (i) termination of tenancy; (ii) pursuing eviction proceedings through the courts;  
(iii) recovering possession of Owner’s Property by self-help measures; and (iv) re-instating tenancy, releasing claims,

and/or settling lawsuits or disputes. Manager shall be able to do all the above in its sole and absolute discretion, as it deems appropriate, and Manager shall also be authorized to sign and accept service of process on behalf of Owner in connection with any litigation concerning the Property and/or any related contract(s). Manager agrees to notify Owner of any potential litigation and/or court action that will result in costs to the Owner understanding that Owner must approve any action that would result in significant cost to Owner. Costs may include but are not limited to delivery charges, postage/ mailing, long distance telephone charges, process service fees, attorneys' fees, and bookkeeping fees. Manager will retain all late fees, charges, and the like as partial compensation for these additional services. Manager will only respond to disputes under an active management agreement.

d. **ACCOUNTING AND REPORTING:** Manager is authorized to maintain an accounting for all receipts and disbursements. The statement cutoff date is mid-month to ensure the Lessee's rent checks have cleared. The statements and checks are then processed, and any disbursements will be sent with and/or reflected on the monthly statement. Owner understands the statements, E-checks and checks will be sent by MBA Real Estate no later than 3 business days after the 15<sup>th</sup> of each month. Owner shall have access online to the accounting activity and the ability to print statements for any period. MBA Real Estate shall maintain leases, invoices, checks and deposits and make these records available online to the Owner. Owner agrees to provide bank account information for direct deposit of Owner disbursements on the attached direct deposit form. If direct deposit is not utilized \$25.00 per month processing fee for any checks mailed out Accounting and billing questions/disputes should be directed to the accounting department by phone or email.

e. **STATUTORY MANAGER SERVICE:** Pursuant to Arizona Revised Statutes § 33-1901 and -1902, Arizona requires certain property owners to maintain compliance and a current in-state statutory manager. Manager will register Owner's Property as a rental annually, and Owner will cooperate fully with Manager in connection therewith – including providing the Arizona Parcel Number for each property – to facilitate registration. Manager is authorized to provide and maintain statutory Manager Service. Registration & Licensing fees are a straight pass-through cost per property to Owner (if applicable).

f. **BROKER SERVICES:** Manager's Designated Broker shall have full authority to take those steps necessary to comply with any city, county, state, and federal laws, and regulations, as he/she may deem necessary in the Designated Broker's sole and absolute discretion.

g. **TAX LICENSE SERVICES:** Manager is responsible for collecting and paying all rental taxes related to the leasing of Owner's Property. Manager is hereby authorized to secure individual tax licenses for Owner as required or permitted by law. Manager will be responsible for obtaining the license or for adding each property of Owner managed pursuant to this Agreement to Manager's master license and for completing any applicable tax reports and forwarding appropriate taxes for payment. Owner agrees to cooperate fully in providing any information and assisting in submitting any required reports, tax payments, and related information or materials.

h. **MAINTENANCE AND REPAIRS:** Funds credited or held for Owner on account may be utilized by Manager to advance repairs for Owner's Property. Owner authorizes the Manager to obtain or accomplish repairs to Owner's Property as Manager deems necessary or appropriate per the tenants' lease agreement, potential HOA violations or Arizona law – in its sole and absolute discretion – utilizing funds from Owner's account. Manager agrees to make a good faith effort to obtain prior approval from Owner concerning all expenditures in excess of \$500.00 for any one item, except monthly or recurring operating charges or **emergency repairs** in excess of the maximum if, in the opinion of Manager, such repairs are necessary to protect the Property from damage, to prevent damage of life, limb, or property, to maintain services to the tenants, or to comply with applicable laws and other requirements. Manager may – in its sole and absolute discretion – hire, discharge, and supervise all contractors and vendors as may be required from time to time for the operation and maintenance of Owner's Property. All laborers and contractors shall be deemed sub-contractors of the Owner and not the Manager unless otherwise agreed in writing, and Broker shall not be liable or responsible for the sub-contractor's acts, defaults, or negligence. Therefore, Owner acknowledges that Manager in no way guarantees or warrants work performed by any third party retained by Manager to perform

work at the Property(s). Owner agrees to hold MBA Real Estate harmless from the acts of any third party except in the case of Manager's gross negligence. Under special circumstances, a promissory note will be required prior to the commencement of work and shall be for a period no greater than 30 days. The promissory note shall stipulate all charges, interest, balance due, etc.

(1) **HOME WARRANTY INFORMATION:** If Owner has a Home Warranty on the Property(s), Manager must be informed of the Home Warranty Company, policy number and contact information (see Mandatory Property Addendum(s)). This information must be kept up to date with the Manager. If no Home Warranty information exists on the Mandatory Property Addendum(s) or submitted in writing to Manager, it will be assumed that no Home Warranty exists, and work completed that would normally fall under a home warranty policy shall be paid in full by Owner and MBA shall not be liable for any additional costs involved. Any direct phone contact with owner's home warranty company over 30 minutes on hold or repeated follow-up due to inactivity of owner's home warranty company will be a **\$50.00** fee.

(2) **COORDINATION OF MAINTENANCE AND REPAIRS:** Owner reserves the right to utilize his/her own handyman/contractor for maintenance and repairs needed on property. Once the Property is occupied, Manager will handle all repairs necessary and shall complete the work in a timely fashion as to remain in compliance with the Landlord Tenant Act. It is owner's responsibility to inform MBA of any/all handyman/contractors.

i. **DURABLE POWER OF ATTORNEY:** A limited durable power of attorney is granted by Owner to Manager, as more fully set forth below.

**3.0 ACCOUNT DEFICITS.** Owner deficits include the current Owner account balance as well as the outstanding unpaid bills. **Owner hereby agrees to pay any deficits immediately upon receipt of monthly statement or any other notification from Manager (including verbal notification). A \$100 late fee will be assessed if payment is not received by the end of the next billing cycle/statement. Manager will not hold a receivable balance past 30 days.** Manager and Owner agree that Manager shall have professional services lien rights for nonpayment and will be entitled to recover all legal, collection, or recording fees related to the existence or collection of such deficits. Owner agrees that Manager has no obligation to incur any expense when Owner does not have sufficient account reserves and/or has an account deficit within 30 days of cancellation or expiration of management agreement. If Owner wishes to avoid such a situation, Owner should voluntarily deposit excess funds with Manager to ensure that there are sufficient account reserves.

**4.0 HOMEOWNER'S ASSOCIATION(S).** Due to the difficulty involved in working with some homeowner's associations ("HOA") and their affiliated management companies, Manager disclaims (and Owner agrees to permit Manager to disclaim) all liability for any enforcement of HOA rules, regulations, or CC&R's and any associated fees, costs, or penalties. Manager will work in good faith with the HOA/management company, Owner, and tenant in attempting to comply with HOA requirements. Owner shall promptly notify management company of any notices received by them. Typically, this is a straight pass-through cost unless HOA charges a fee which will be passed onto the owner.

**5.0 INDEMNITY AND INSURANCE.** Owner agrees to indemnify, defend, and hold Manager harmless with respect to all costs, expenses, attorney fees, liabilities, damages, claims for damages, theft, injury or death to any person or persons, or damage to any property, rights, or interests of any kind whatsoever, caused or alleged to have been caused, in whole or in part, but the acts of omissions, and/or conduct of Owner. Manager agrees to indemnify, defend, and hold Owner harmless in connection with any intentionally tortuous conduct on the part of Manager. The indemnity obligations arising hereunder shall survive termination of this Agreement. Owner also agrees to carry at Owner's expense public/general liability and property damage insurance with Manager as additional insured on the insurance policy as shall be adequate to protect the interests of Owner and Manager.

**6.0 SWIMMING POOL BARRIER REGULATIONS.** Owner, at Owner's expense, shall comply with all applicable state, county, and municipal swimming pool barrier laws or regulations prior to the Property being occupied.

**7.0 TERMINATION OF AGREEMENT.** Termination of this Agreement may be made by Manager or Owner for any reason or no reason with a 30-day advance written notice. Manager reserves the right to cancel immediately if actions or inactions of Owner creates a legal liability issue for Manager. Once notice of termination has been sent, Manager is not required to incur any further costs including advertisement or repairs unless Owner has subsequently supplied funds and written instructions to continue maintenance in progress. Final closeout paperwork will be available at final closeout including an estimate of final utility bills (if applicable) and will be mailed to owner including all keys and a closeout check for any funds due. Owner may request early release of keys to the Property upon written request and full payment for all outstanding bills. Owner hereby agrees to pay in full any applicable bill that is received by the management company after the expiration/cancellation of the management agreement and hereby agrees to do so within 30 days of receipt of notice from the management company.

**8.0 DISPUTE RESOLUTION AND APPLICABLE LAW.** Any disputes arising under this Agreement or otherwise between or among Manager and Owner and any of their respective employees, principals, Designated Broker(s), officers, directors, agents, representative or affiliates – in any way related to the subject matter and services discussed herein – then such dispute shall be submitted to binding arbitration; who must be an attorney admitted to practice in Arizona; selected by Manager in its sole and absolute discretion – with the prevailing party or parties to be awarded his/her and/or their reasonable attorneys’ fees and costs incurred in connection therewith. If either party refuses to arbitrate or desires to challenge an arbitration award in the limited manner permitted under Arizona law, then suit may be initiated in Maricopa County Superior Court seeking an order compelling arbitration and/or challenging the arbitration award, and the prevailing party or parties in such suite shall also be awarded his, her, its, and/or their reasonable attorneys’ fees and costs (maximum of \$600). The parties further agree that venue shall be in Maricopa County Superior Court and waive the right to a trial by jury in connection therewith.

**9.0 INTEGRATED AGREEMENT.** This is a completely integrated Agreement, and no oral or other modifications thereto will be enforceable unless accepted or admitted to by the party to be charged with such additional obligation and/or detriment – in writing.

**10.0 ADDITIONAL DOCUMENTS AND ACTIONS.** The parties agree to cooperate fully and execute all supplementary documents and to take all additional actions, which may be necessary or appropriate in Manager’s sole discretion to give full force and effect to the basic terms and intent of this Agreement and all addendums to add additional property(s). By signing this agreement, owner hereby agrees to accept electronic and/or paper receipt of 1099’s.

**11.0 COMPREHENSION OF AGREEMENT.** In entering into this Agreement, Owner acknowledges having completely read and understood this Agreement and confirms that all terms and conditions of this Agreement are voluntarily accepted by Owner.

**12.0 DISCLOSURE.** Owner shall disclose in writing all material (important) facts regarding the Property to Manager, including all physical, environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety codes. Owner shall immediately notify Manager of any changes in the disclosures made herein or otherwise. Owner agrees to complete the Mandatory Property Addendum to the best of their ability to supply MBA with accurate property information. Owner acknowledges that the failure to make legally required disclosures may result in civil liability. **In addition, Owner hereby releases Manager of all liability regarding material defects/items not disclosed by the Owner.** Owner hereby agrees to immediately disclose to MBA if ownership changes to an LLC or Trust as this information must be changed with the Arizona Department of Revenue and applicable county the property is located. There is a **\$150.00** charge to make these ownership changes with the applicable entities on owner’s behalf. All name changes must be recorded with the applicable county. If the owner uses his/her social security number and not the EIN for tax filing purposes the 1099 will be issued to the owner’s name and social security number and not the LLC or Trust. MBA is required to file all according to the ownership of record.

**13.0 LEGAL & TAX ADVICE.** Owner recognizes, acknowledges, and agrees that Manager is not qualified or licensed to provide legal or tax advice. Only an attorney is qualified to represent the Owner in court. Owner shall consult with an

attorney, professional tax consultant, or other qualified licensed professional to advise Owner with respect to legal and/or tax issues.

**14.0 SUCCESSORS IN INTEREST AND ASSIGNS.** This Agreement contains the entire agreement between the parties regarding the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. Under no circumstances may a tenant or a lender be deemed to be an intended third-party beneficiary of this Agreement or otherwise have any right to enforce any portion thereof.

**15.0 COPIES AND AUTHORITY.** Copies of this Agreement (including copies of signatures) shall be fully enforceable as originals, and the undersigned warrant and represent that they have authority to execute this Agreement on behalf of Manager and Owner, as indicated below. Owner warrants and covenants those decisions regarding the subject property, and that Owner is authorized to enter into this Agreement and grant Manager the rights and powers set forth herein without additional authority or approval from any other person or entity. In addition, Owner acknowledges and understands that any handwritten changes to this Agreement are non-binding and the original terms and conditions set forth in this Agreement remain binding and in effect.

**16.0 OPERATING RESERVES.** Owner agrees to maintain a reserve account for each property. The required minimum reserve per property is **\$250.00** while occupied, to be used on Owner's behalf for property maintenance, utilities, and/or rent enforcement. Upon receipt of Tenant's Notice to Vacate, operating reserve will be increased to **\$500.00**. If Owner desires Manager to handle and maintain the appropriate utilities associated with the property(s) if vacant. Owner hereby acknowledges and understands there is no setup fee for this service, but the operating reserve must be maintained at **\$500.00** per property unless vacant and homeowner requires MBA to put utilities in our name. **If the reserves are not paid at the time of sign up, the reserves will be deducted from the 1<sup>st</sup> month's rent collected.**

**17.0 ADVERTISEMENT / MARKETING / LEASING.** Owner agrees to provide Manager with complete property information with property details and pricing for Manager's reference and use in advertising and marketing each property. **The marketing fee shall be deducted from the 1<sup>st</sup> month's rent collected.** All advertising will be at Manager's discretion until a new tenant is secured. If Owner provides a potential tenant to be screened accordingly by MBA Real Estate, a \$200 flat marketing fee will be assessed. However, if this occurs, Section 19.0 does not apply, and no guarantee shall be implemented on tenant placement. Owner grants Manager – in Manager's sole and absolute discretion – the authority to use those marketing tools that will in Manager's opinion have the greatest ability to secure a tenant for the property. Marketing tools may include but are not limited to Multiple Listing Service (MLS), property lists, internet postings, signage, internet web site usage, newspaper advertising, and networking resources.

**18.0 SUMMARY OF FEES.** Owner hereby understands the pricing structure shown below is Manager's standard fee structure. Any adjustments to the price structure below **must** be notated on an attached separate Addendum.

**A. TO COMMENCE SERVICES:**

- (1) **NO** Initial Setup Fee
- (2) A **\$250** minimum operating reserve (owner's account) per property (if property is vacant the minimum reserve to be \$500.00) which is to be maintained throughout the contract period – this will be deducted from the 1<sup>st</sup> month's rent collected if not paid upfront.

**B. MONTHLY MANAGEMENT FEES:** The Owner has elected the following Management Fee Structure:

- 8% of the monthly rent collected – charged only when the property is occupied
- \$80.00 flat rate per month – charged every month whether occupied or vacant
- 10% of the monthly rent collected – charged only when the property is occupied and is inclusive of all marketing and renewal fees shown below

**C. MARKETING/LEASE RENEWAL/CERTIFIED MAILING/LEGAL FEES:**

**ANY DOCUMENT REQUIRED BY LAW TO BE SENT CERTIFIED \$35.00 CHARGE**

- i. A flat \_\_\_\_\_ marketing and leasing fee if required – **charged after tenant is secured.**
- ii. A \_\_\_\_\_ lease renewal fee will be charged for all lease renewals

**b. ADDITIONAL FEES:**

- i. A **\$80.00** annual accounting fee (charged every November or upon closeout if rental income was received within that Calendar year), which is utilized for:
  - (a) Auditing of prior year’s accounting
  - (b) Producing a twelve (12) month summary statement
  - (c) Processing 1099’s for your rental income
- ii. A **\$80.00** annual setup fee (charged every December), which is utilized for:
  - (a) Setting up the annual requirements for privilege taxes per property
  - (b) Setting up and updating Owner files for the upcoming year
- iii. A **\$10.00** Rental Registration (one-time) – deducted from the 1<sup>st</sup> month’s rent collected (If applicable)
- iv. E-check for owner’s funds will be charged a \$25.00 processing fee.

All fees listed in this Agreement are subject to change from within Manager’s sole and absolute discretion. Manager agrees to provide 30-days advance written notice of any increase or decrease in fees charged to Owner.

**19.0 FORECLOSURE(S) / SHORT SALE(S) / SALE OR TRANSFER OF PROPERTY.** By signing this Agreement, the Owner hereby confirms that the property(s) being signed under MBA Real Estate management are not in jeopardy of going into foreclosure(s). In addition, the Owner acknowledges that if said property(s) go into foreclosure, the Owner shall immediately notify Manager and it is the Lessee’s right to receive a full refund of their security deposit and terminate the Lease without any repercussions. In the event Owner decides to sell, exchange, or transfer the Property, Owner shall notify Manager immediately. Owner hereby recognizes that Manager may represent the Lessee on purchasing Owner’s property.

**20.0 TENANT’S SECURITY DEPOSIT(S).** By signing this Agreement, Owner hereby understands and acknowledges: if Owner’s property(s) is occupied at the time the property(s) is signed up under MBA Real Estate management, Manager requests any and all security deposits be transferred to Manager. The security deposit needs to be held by the Manager in the Broker’s Trust Account. Upon the receipt/delivery of a 30-Day Notice to Vacate (NTV) from/to the Tenant, Manager requires Owner to immediately transfer the Tenant’s Security Deposit to Manager, if not previously submitted. According to the Arizona Landlord/Tenant Act, Section § 33-1321, within 14 business days, excluding Saturdays, Sundays, and other legal holidays, after termination of tenancy and delivery of possession, the Landlord/Manager shall provide the Tenant with an itemized list of all deductions together with the amount due and payable.

**21.0 OWNER’S CONTACT INFORMATION.** Owner certifies the following information is true and accurate and covenants and warrants that he/she will always keep Manager promptly updated regarding all such information so long as this Agreement remains in effect:

Owner’s Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone#: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_  
Work Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Secondary Contact: \_\_\_\_\_ Second Cell Phone #: \_\_\_\_\_  
Second Email: \_\_\_\_\_

Any additional notes and/or contact information:

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**LIMITED DURABLE POWER OF ATTORNEY**

**Owner, as principal, hereby appoints Manager as Owner’s agent – with a limited durable power of attorney relating to the Property identified in this Agreement and Addendum(s) until the expiration or earlier termination of this Agreement. This power of attorney will not be affected by subsequent disability or incapacity of Owner or lapse of time – so long as the Agreement has not been terminated by expiration or otherwise. As part of this durable power of attorney, Manager is authorized to make contracts for all utilities including electricity, gas fuel, water, and the like; advertising; trash or garbage hauling; and any other services or products as Manager may deem advisable. Owner agrees to be bound pursuant to the obligation of any contract(s) so entered. Owner grants Manager durable power of attorney to put these services in place in Owners’ name with billing delivered to the address designated by Manager, as signed below. This limited durable power of attorney does not allow the Manager to sell or dispose of the property and is intended for strict use in managing the property in the Owner’s absence. Nothing in this power of attorney shall be deemed to create any liability on the part of Manager except as expressly provided in the Agreement.**

This thirteen (13) page Agreement is entered into on \_\_\_\_\_.

Owner Signature:           **SAMPLE**          

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN/EIN: \_\_\_\_\_

SSN/EIN: \_\_\_\_\_

Broker Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## MAINTENANCE AND LEGAL FEE STRUCTURE

MBA Real Estate believes that along with good management and an open professional relationship with MBA Real Estate owners, full disclosure of fees is a must. MBA Real Estate does not upcharge any maintenance items (labor or materials) but may receive up to 25% off the Vendor's invoice for early payment as compensation for the maintenance coordination. The following is a standard breakdown of MBA Real Estate's maintenance and legal fees.

### **Standard Maintenance Fees**

- **Inspection/Renewal Inspection Fee: \$85** – this inspection Fee is free of charge for the initial inspection of the property/unit when first signed up under management. Inspections are performed and the fee is charged after the tenant vacates the property or if owner requests a 48-hour inspection.
- **Standard Trip Charge: \$50** – this fee is charged when maintenance visits the property/unit to assess or perform maintenance requests.
- **Rekey Fees: \$120+/- (plus tax & travel fees if applicable)** for up to 6 keyholes & \$12.50 for each additional keyhole- this service is performed, and the fee is charged upon tenant eviction or abandonment. The tenant is responsible for the cost to rekey upon vacating the property at the end of the lease term. Additional charges may apply for Schlage locks.
- **Labor Rates: \$55.00** per man hour.
- **Materials Cost(s):** The materials utilized in completing a maintenance request is a straight pass through to the owner – meaning, what Home Depot or any other supplier charges MBA Real Estate, is charged directly to the owner. Receipts are not always provided by vendors and MBA Real Estate will make every effort to obtain said receipt but cannot guarantee one will be supplied by vendor.

***Note: If it is determined that the reason for the maintenance request is due to tenant neglect or cause, the tenant will be charged for services rendered. Owner will be billed and reimbursed upon tenant payment for the invoice.***

### **Standard Legal Fees**

**(The following fees are charged only if services for each step are rendered)**

- **Court Filing Fee: \$300** – charged on the 15<sup>th</sup> day after the stated due date if tenant has failed to pay the rent.
- **Continued Hearing and/or Trial Fee: \$40.00**
- **Writ/Forcible Removal Fee: \$225** – charged if Writ is served and tenant is evicted. (\$75 is charged if Writ delivery is cancelled)
- **Satisfaction of Judgement/Motion to Vacate: \$40.00** (if applicable)
- **Attorney Trial Fees: \$300.00** per hour (straight pass-through cost from attorney)
- **Lockout and/or Trial Appearance Fee: \$175.00** (if applicable)

***Note: The legal fees shown above are charged to the tenant in addition to the rent due; therefore, if the tenant desires to remain in the property/unit, the rent plus any additional legal fees must be paid at which point the Owner shall be credited back the legal fees paid by the tenant. In the case of an eviction, the cost of the legal fees is deducted from the tenant's security deposit and rebated to the owner.***



## **Property Standards**

To effectively market a property for rent, it is critical that the home/unit is in a well maintained and clean condition. Not only does this set a standard for the care we expect your Tenant to give the home, but it also allows us to obtain full market value for rents and do so with the fewest days of lost rent. Properties **must** meet our minimum requirements and Owner is responsible for disclosure of all non-working items so the property may be marketed accordingly. MBA is not responsible for owner's deferred maintenance. MBA representatives are not home inspectors and MBA is released of all liability for unseen/undisclosed condition. If not previously disclosed, Owner is to repair item(s).

The following guidelines have been developed as a standard for all new properties enrolled for management, as well as currently managed homes that become vacant:

### **Interior Maintenance**

All **smoke alarms** must be installed and in working condition, all **furnace filters** and air **vents** should be free of dust and lint to allow proper operation. All **wiring** inside and out must be contained and out of reach, and all **outlet covers**, or **switch covers** must be installed. All smoke detector batteries will be replaced in between Tenancies.

All **door locks** and **window locks** must operate easily and effectively, and **screens** or **screen doors** should be free of holes and fit properly.

**Doorstops** should be installed or repaired for every door throughout the home. Sliding **closet doors** must be on track and slide easily.

Fresh **caulking** and or **grout** should be applied around tubs and showers to protect the structure and to provide a sanitary environment.

**Kitchen and bathroom fixtures** should be free of leaks or drips to avoid any future damage. Any **rusted fixtures** should be replaced. **Toilets** should flush easily and be free of any obstructions. All plugs and diverters should be in good working order. **Sinks, toilets, tubs, showers, and kitchen appliances should be sparkling clean.**

All **walls, ceilings** and **baseboards** should look fresh and clean in appearance, neutral in color, and all nail holes should be filled in, textured, and painted so that it blends well with the rest of the walls. Any repair larger than a dime should be textured; any repair that is made when paint doesn't blend should then be painted corner to corner. If you can look down the side of the wall and see touch up, it most likely needs corner to corner painting.

**Floor covering** should be clean and in good repair. **Carpets** should be free of stains and odors and properly stretched. All **carpets** must be professionally shampooed prior to tenant occupancy.

**Windows** should be clean in appearance and all **window coverings** should be clean and in good working order, including rods, drawstrings, wands, and slats. Window coverings are suggested on all windows and door windows and be in good working condition.

## *Property Standards (cont.)*

### Exterior Maintenance

All **landscaping** should be neat in appearance, adequate rock coverage for desert landscaping, **grass mowed** and watered regularly, any **holes in yard** should be filled in to avoid an accident. Bedding should be free of weeds. **Trees and shrubberies** should be trimmed back from walkways and from driveway, roof, and exterior walls. **Fencing** should be in good repair with adequate locking mechanisms when required. Sprinkler systems should be maintained to protect plants, trees, and grass. All animal feces must be removed and discarded properly.

**Exterior walls** and **roof** should be free of peeling paint, missing tiles, or shingles. If **gutters** are present, they should be adequately attached and free of holes and clear of debris. Exterior stucco cracks could cause leaks and should be addressed accordingly.

**Any items or debris** left behind should be removed including fertilizers, or any chemicals other than paint. Cans, planters, hoses, or lawn equipment must be removed. Oil or grease stains on the driveway, walkway, carport, or garage should be removed.

If there is a **pool**, all city requirements regarding gates, locks, or fencing will be strictly enforced. Owner will be required to bring to code and absorb all costs involved.

This full list of items may not be required but this a great comprehensive list that identifies how to put the property's "best foot" forward and create the greatest appeal and desire, as to minimize the vacancy while providing a quality product to create positive relationships. This also helps set a precedent and standards for the condition the property is to be used in and returned in.