



Updated: 4/12/2017

EXCLUSIVE PROPERTY MANAGEMENT CONTRACT & LIMITED POWER OF ATTORNEY

This contract is made and entered into on: _____ (date) under terms and conditions as outlined below. This agreement is between two parties, hereafter known a “parties” or “the parties”; **BCI Properties, LLC** a duly Licensed Real Estate Brokerage, hereafter also known as BCI, PM, Agent or company and;

_____, OWNER(s) of real property below, also known as Client and Owner(s), attest under penalty of perjury that they are the Legal Owner of record, or have the legal right to sign and/or or act for the owner of the following real estate address which is COMMONLY KNOWN AS:

(street address),

City: _____, State: WA zip: _____

The parties mutually agree to terms & conditions as follows:

1 **I. EXCLUSIVE AGENT:**

2 The owner hereby employs **BCI PROPERTIES LLC**, hereafter also known as **BCI,**
3 **PM** or **Agent** exclusively to operate and manage the described property for rental
4 purposes at **10% of gross amount collected each month**, or less in case of multiple
5 properties in which case as circled on the fee chart on page six. Plus other fees will
6 apply as seen in the fee chart on page six below, starting from the inception date of
7 this contract. More than one year contracts require notarized signatures. This legal
8 agreement shall be automatically renewed for one year periods on the same date
9 annually, unless terminated by owner or BCI, with all terms and conditions herein to
10 remain in effect, unless a new contract is signed.

11 **II. BREACH OF CONTRACT:**

12 Should the Owner refuse to allow the Property Manager or Agents to perform their
13 duty according to the Landlord-Tenant Act or the laws governing Agency, Federal,
14 State or Local laws governing Fair Housing; or any other local, state or federal laws;
15 or if property is thought to be in jeopardy of foreclosure; or if in the PM/Agent’s
16 opinion owner appears to be unusually hard to reason with, then PM may terminate
17 this contract immediately in writing and notify tenants of said action. This will also
18 be an allowed breach of tenants Lease without recourse, if the PM/Agent or Tenant
19 believe that tenant may be in **Harm’s Way**, or has been unfairly treated. PM will at

20 all times protect both the owner's rights, and tenant rights in compliance with all
21 local, Washington State & Federal Laws.

22 **III. POWER OF ATTORNEY:**

23 Owner hereby appoints BCI Properties, LLC (BCI) to provide full Property
24 Management services under the terms below, and to assign a Property Manager who
25 may appoint an Assistant Property Manager as is allowed by RCW Law Code and
26 hereafter these may also be collectively referred to as; "Agent or PM". Owner also
27 authorizes BCI Properties, LLC and their assigned Agent to act for the Owner and in
28 the Owner's name FOR PROPERTY MANAGEMENT AS IT RELATES TO RENTAL
29 PROPERTY, to sign, seal, acknowledge, and deliver leases, agreements and
30 documents as shall be requisite or as said Agent shall deem necessary or proper for
31 the care, management and rental of said rental property as provided for in this
32 contract including but not exclusive of the repair, purchase of materials, signing of
33 contracts, transferring liability of utilities for the property into or out of the Owner's
34 name, signing of MLS Listings plus other common duties of a PM such as
35 appearances before a Judge for Eviction proceedings with or without owner review,
36 prior approval or consideration as deemed appropriate by Agent. The Owner agrees
37 to indemnify, defend and hold harmless BCI Properties, LLC employees and the
38 assigned Agent for actions taken in good faith under this Agreement and Power of
39 Attorney.

40 This paragraph will allow BCI the right to owner representation for sale of this
41 property if owner decides to sell, which will require a separate Exclusive Listing
42 Agreement for that purpose, with terms & conditions: _____ *Owner Initial.*

43 **IV. OWNER & TENANT DEPOSITS:**

44 Agent will deposit all receipts collected for the Owner in a Trust Account in an
45 institution qualified to engage in the banking or Trust business in Washington State,
46 separate from the Agent's personal account. Agent shall collect, and disburse
47 tenant's security deposits in accordance with the terms of each tenant's lease and
48 RCW Landlord Tenant Law. Owner grants approval to Agent to collect tenant's
49 security deposits on an installment basis, if deemed necessary by Agent. Owners
50 MAY NOT request or ask for Tenant Security Deposits held in Trust outside of legal
51 channels, as they are administered by the PM Agent according to law. Tenant
52 deposits held by owners must be turned over BCI within 24/hours.

53 **OWNER Deposits and Maintenance funds are kept at:**
54 **Bank of America, 11315 Pacific Avenue So. Tacoma, WA 98445.**

55 **TENANT Rent payments are in Operations/Trust Account with:**
56 **Timberland Bank; 12814 Meridian E., Puyallup WA 98373.**

57 Owner's net funds shall be disbursed to owner as quickly as possible. Any interest earned
58 on Owner or Tenant deposits is to be retained by PM/Agent as compensation for the
59 administering of these funds. Tenant deposits are kept separate from Owners funds and are
60 transferred to Owner's account only if and as forfeited for repairs, damages, cleaning
61 charges, or liquidated damages. Any tenant forfeited deposits that are not needed to repay
62 owner for damages or past due rents are considered liquidated damages and are then
63 returned to tenant; however, in some cases these funds are abandoned by tenants or a
64 tenant who may not move into the rental. In such an event these funds shall be given to the
65 owner totally. BCI shall not keep any of these funds other than the agreed on basic fee.

66 Prior to paying owner or putting funds in their account, BCI Accounting Department shall
67 deduct from Owner's funds any commissions due to Agent, eviction fees or costs, Invoices
68 for repair costs or materials, utility charges, taxes, HOA or other owner debts.

69 **V. AGENT AUTHORITY:**

70 The owner hereby gives to PM/Agent the full authority/power to take the following
71 measures, plus assumes any expense and liability that may be related to such
72 actions, without the advance express permission, consultation or consideration of
73 owner...to wit:

- 74 A. To sign or renew Leases on behalf of owner, and to collect rents and/or any other
75 monies due to owner or PM/Agent for Pet Fees, plus to collect from tenants any
76 costs incurred via damages caused by tenants.
77
- 78 B. To terminate or cause early cancellation of tenant leases, with or without recourse
79 or compensation for owner, if deemed to be in the owners best interest, by the sole
80 discretion of PM/Agent with or without prior approval of owner. Example: as in
81 cases where continued tenancy would cost owner additional lost rents, suspected
82 drug activity or damages to the property and/or where there is little likelihood of
83 collection efforts being effective.
84
- 85 C. To sign and have served in the name of the Owner such notices as are deemed by
86 Agent as appropriate, including but not limited to Late Notices, Eviction Notices,
87 Inspection of Rental Notice and others as needed.
88
- 89 D. To institute and prosecute actions for the Owner, such as Evictions and Collections
90 as may be determined by PM/Agent to be necessary in the name of the Owner, by
91 use of a competent Licensed Attorney, or professional Eviction service at the sole
92 expense of owner. PM shall consult with owner before said expense is levied against
93 owner. PM shall attempt to negotiate and bargain with a tenant, if PM believes that a
94 resolution can be found which causes less expense and harm to the owner.
95
- 96 E. To attempt to recover rents through time repayment plans, barter, trades and/or
97 other valuable consideration on behalf of owner where owner may not profit in any
98 other way and when expedient; to settle, compromise, and/or give early release of
99 tenants from a lease or eviction proceedings, or such actions as law suits, eviction
100 proceedings or to reinstate such tenancies if and when deemed by the sole
101 discretion PM/Agent to be in the best interest of owner.
102
103
104
105

106 F. Owner agrees that PM assumes no liability for monies that are uncollectible or for
107 any damages, clean up or other costs what so ever related to the management of the
108 property. Any disagreements between Owner and BCI/PM shall be settled with a
109 neutral third party or Arbitrator in Pierce County Washington only.

110 **VI. AGENCY DISCLOSURE:**

111 It is mutually agreed that BCI PROPERTIES, LLC and its Agents represent the owner of the
112 property herein described. The Owner hereby acknowledges receipt of the Agency
113 Disclosure pamphlet entitled, "**The Law of Real Estate Agency**" which is also a download.

114 **VII. ACCOUNTING & OWNERS FUNDING:**

115 Agent shall account to the Owner for all receipts and disbursements on a monthly
116 basis. As required by law, a W-9 form shall be filled out by Owner. For year-end
117 accounting the owner shall receive a 1099 Misc. form showing gross receipts, by
118 mail no later than January 31st for the previous year. During the existence of this
119 agreement, Agent shall make all mailings to the Owner at the last known address
120 provided to the Agent by the Owner. It shall be Owner's responsibility to provide
121 Agent or Accounting* with Social Security Number or Tax Identification Number to
122 be used on the 1099 form and to check the 1099 for accuracy of said number on
123 receipt.

124 **Update:** new free online password protected accounts are now available for all
125 owners, where you may review your current status, funds paid in or paid out, repair
126 invoices or changes etc. You may contact Accounting for information about this.

127 ****FUNDING OWNERS ACCOUNT:**

128 **Owner(s) accounts shall be funded by the 15th of each month!**

129 **Exception:**

130 If a tenant pays late, then a legal 3-Day Notice to Pay or Quit shall be served by a Process
131 Server, Attorney's Aid or by PM after a 5-day Grace period, with a Fee of \$65 per each
132 posting on a door with a copy mailed.

133 **VIII. PAYMENTS FOR OWNER:**

134 Owner agrees to give advance written 30-day notice to the Agent if Owner desires
135 that the Agent make payment, out of proceeds from the premises, for Mortgage
136 payment, general taxes, special assessments, fire insurance premiums, condo or
137 HOA association fees or other recurring fees. In no event shall the Agent or Agency
138 be required to advance its own money in payment of any owner debts or payments
139 whether provided for herein or not. Any monthly income collected from the
140 property by Agent shall be first applied to current expenses including Agent's fees
141 or unpaid past due amounts which may be charged against Owners account for
142 services rendered, unpaid utilities or other debts and/or Liens on property as
143 deemed necessary at the sole discretion of Agent. Owner further agrees to assume

144 full responsibility for any late charges, collection costs or foreclosure actions
145 resulting from late payment or nonpayment of any item under this agreement
146 should Agent be unable to make said payment due to insufficient funds on hand, lack
147 of income from property, because of non-delivery or delay of mail or for any other
148 reason beyond control of Agent. Agent may use rent funds if needed to pay owner
149 debts.

150 **IX. BASIC MAINTENANCE:**

151 Owner agrees to keep a minimum sum of not less than \$_____, (\$200 if not filled in) per
152 rental unit, to cover most basic or emergency needs. Owner hereby approves and will pay
153 for any maintenance, plus agent may not need to contact Owner for most common repairs
154 under \$200 as this is considered a basic amount.

155 **Beyond Basic Maintenance:** Agent will attempt to obtain owners approval and funding of
156 any work above \$200 either by phone, email or postal mail. However the Agent shall
157 proceed with the needed repairs, if in the Agent's discretion the repairs are needed to
158 protect the owner or tenant from harm or liability from possible law suits or; to protect the
159 property value of owner's property.

160 **X. Maintenance:** Owner understands that BCI bills out at \$65 per hour. BCI will earn
161 a vendor rebate based upon the pre-existing arrangements that BCI has made with
162 vendors or contractors, which is earned through the sheer volume of jobs that BCI
163 generates yearly. Vendors will rebate funds to BCI, which is the difference between
164 retail and wholesale prices based upon the volume of work that BCI refers to the
165 contractor, which is not earned nor due owner. The intent is to give the Owner such
166 services at retail and provide BCI a benefit for its efforts in overseeing vendors and
167 contractors. Owner also agrees to pay in advance for any approved repairs over
168 \$200 within 48 hours of request.

169 **XI. PROPERTY MANAGEMENT FEES:**

170 Owner hereby agrees to pay BCI a property management fee, per chart shown
171 below. New Fees, updates and terms are subject to change with Notice to owner.
172 Owners pay retail prices for all repairs, maintenance and remodeling work. BCI will
173 pay a wholesale cost from some vendors which is not disclosed or shared with
174 owner. Owners will not see or obtain our wholesale vendor invoice, but will receive
175 a detailed BCI Properties Invoice. In this way we at BCI will make a profit. Owners
176 have the right and option to hire their own contractors if desired of course.

177 **Note:** the minimum Management Fee collected shall be no less than \$75 a month for
178 any managed property. When a tenant pays rent, owners are paid 1st before
179 management fees, however overdue maintenance invoices and fees for court action,
180 Attorney fees and notices shall be paid by owner when due or these may be taken
181 from rents received.

XII. FEE CHART

1. Set-up fee	NO FEE!	Many companies charge a setup fee. We do not.
2. Management Fee* Note: \$75 minimum. 4-9 Rental Units..... 10-29 rentals..... 30 + rental units/doors...	10%/yr 8% 7% 5%	If we do not collect the rent, you do not pay a fee! These fees are for services outlined in this contract. Plus you have an online account with real time reports. *We are the only PM company that discloses all of our fees, no hidden fees. See Proof at: www.Tacoma-property-managers.com
3. Lease up Fee *1st month fee from rent, only for new rental contracts. Not for Renewals.	50% of 1 st month's rent only.	1 st month only. No fee for Renewals. Helps offset Advertising & overhead costs. Thousands of dollars a month are spent for overhead plus paying Realtors an MLS Fee to bring us a tenant. Applies to first full month of rent only.
4. Emergency Trust *This is owner's money, held in a Trust Account, there will be no fee to manage it.	NO FEE!	These funds are for Emergency Maintenance needs, and can be used to pay day-to-day operating expenses if needed for an owners benefit. A reserve of \$400-\$500 is normal for single family properties. Multi-family units are negotiable.
5. Lease Renewal	NO FEE!	For existing tenants who want to stay, NO FEE to owners.
6. Vacant Property Maintenance Fee.	NO FEE!	We do not charge a fee to manage a vacant property. Option: if owner wishes us to cut the grass as needed and keep the place clean while vacant, then there is a basic \$100 minimum monthly fee while vacant, contingent on review of needs and owner approval.
7. Notices & Legal Document Delivery Fees	NO FEE!	These are Attorney & Legal Notice Fees. If a tenant does not pay these Fees, then owner must pay. In time these are sent to a Collection Agency, to recoup owner's money.
8. NSF fees, late notice & miscellaneous fees.	NO FEE!	These are fees which BCI has charged to tenants. Owners must pay these fees only if tenants do not pay as expected. Owners <u>never pay late fees</u> , only tenants pay these.
9. Annual Admin Fee	\$125	A year end fee is assessed to help cover costs of the preparation of annual year-end statements, rent-rolls, 1099 Federal Tax form and annual review of entire account.
10. Property Inspections	NO FEE!	We schedule a photo inspection with written report at 180 days post occupancy, plus drive-by inspections during the year which can trigger a spot Inspection. FREE SERVICE!
11. Eviction Costs *We attempt to negotiate with tenants first to get them to move out.	Costs:	Fees for the eviction process can cost from \$200-\$900 as an estimated average with court costs, Attorney Fees and management fees. Owners must pay \$500 deposit at the time of Eviction inception, with refund later if and when collected.
12. Cancellation Fee	NO FEE!	*EXCEPTION: See section below for details.
13. Unpaid Invoice fee	NO FEE!	For unpaid owner invoices that are past due.
14. Bill payment fee	NO FEE!	Regarding payment of mortgage, insurance, HOA dues, etc. We do not charge a fee for this service, unless we are charged such as a late payment fee beyond our control.
15. Maintenance Fee	NO FEE!	When repairs or maintenance is needed, BCI is "hands on" with supervision of the task needed. Owners do not pay BCI a fee, but <u>do pay retail costs</u> . See Section above.

183 **XIII. PAYMENT for repairs:** Owner agrees to rush any monies required to cover repair,
184 maintenance or other expenses to PM Agent immediately upon request. All vendor work
185 orders and payments must go through BCI books if work is arranged or monitored by Agent.
186 Owner agrees to send funds to Agent within 72 hours or failing this payment method,
187 directs Agent to use rental funds for this purpose.

188 **XIV. LIABILITY for Maintenance:** Owner will NOT hold BCI Properties, LLC, its Agents,
189 owners or employees liable or legally responsible for any errors, mistakes or damages of
190 any kind which may be caused by Licensed Vendors who are hired to do repairs on behalf of
191 the owner. PM/Agent shall attempt recovery for any loss to owner by an errant vendor
192 however and effect a remediation of errors, mistakes or damages of any kind by a vendor.

193 **XV. LANDLORD DUTIES:** Reference; www.atg.wa.gov/landlord-tenant.aspx
194 Owners hereby agree that they have seen Landlord Duties Booklet or the website
195 referenced and realize that this is a part of RCW, Washington State Landlord Law.

196 **XVI. UTILITY & SERVICE CONTRACTS:**

197 Owner authorizes Agent to make contracts for the provision and payment of basic utility
198 services such as electricity, gas, fuel, water, cable TV where approved, refuse, washer/dryer
199 services and any and all other services or as the Agent shall deem advisable. The Owner
200 agrees to assume the obligation of any contract so entered into at the termination of this
201 agreement and to have the charges for said services deducted from owner's account.

202 **XVII. TAXES:**

203 Owner is liable and hereby agrees to pay any and all taxes for property and repairs.

204 **XVIII. ADVERSE OR LEGAL ACTIONS:**

205 Any adverse or legal actions which may cause harm to the tenant or BCI Agent, such as Foreclosure
206 proceedings, Notice of Lien by City, County or other Legal entity, which is levied against the property
207 that is not caused by the PM is considered harmful to BCI and/or the tenant and shall be cause for
208 immediate termination by BCI of this owner agreement. Harmful actions may include but is not
209 limited to communication by Owner with the tenant in which tenant or PM/Agent is put in or made
210 to feel as though they are put in "harm's way" and is a breach of contract with BCI and will force a
211 breach of the tenant lease by owner. If tenant decides to move out, then tenant shall retain their full
212 deposit and be refunded a pro-rate of any paid rent as liquidated damages to help cover their move-
213 out expense. This is not the sole remedy for owners who think that they have been harmed beyond
214 what the tenant deposit covers. Owners also can attempt recovery from tenants for damage or
215 cleaning left by the tenant, after termination of this contract through small claims or collections.

216 **XIX. SAVE/HARMLESS:**

217 Owner agrees to indemnify, defend, and save PM AGENT from any Legal Suits or negative actions in
218 connection with the premises and from liability for damage to property and injuries to or death of
219 any employee or other person whomsoever, and to carry at his (its) own expense public liability
220 insurance with BCI Properties, LLC named on policy as additional loss payee as seen below.

221 **XX. LIMITATION OF GENERAL LIABILITY:**

222 Agent shall be responsible only for damages caused by Agent's gross negligence, recklessness or
223 intentionally damaging conduct. In no event shall Agent be responsible for damages caused by good

224 providers regardless of whether or not hired by Agent. Owner agrees to indemnify, defend and hold
225 agent harmless for actions taken by Agent in good faith on Owner's behalf. Agent shall at all times
226 attempt to protect owner's rights and property in good faith even if, in retrospect, such decision
227 proved to be imprudent or wrong. Agent shall bear no responsibility for the acts of tenants or third
228 party vendors, contractors or service. Statute of Limitations limits WA State; all parties to this
229 agreement hereby agree that any claim against the other party be filed within one year at most.

230 **XXI. INSURANCE:**

231 BCI Properties, LLC has commercial insurance with Farmers Insurance. Policy details are available by
232 request anytime. Owner acknowledges having an adequate fire and liability insurance coverage
233 policy for this rental property and shall also have named BCI Properties, LLC as an "Additional
234 Insured" for Liability reasons, minimum coverage shall be as required by their mortgage lender on
235 Owner's Home Insurance Policy. All such insurance policies shall provide evidence that the Agent
236 shall receive thirty (30) days written notice prior to policy cancellation. See section XXXVI below for
237 details.

238 **XXII. SCHEDULED BCI PROPERTY INSPECTIONS:**

239 **BCI/AGENT INSPECTIONS: At 180-day intervals.** First inspection is 90 days after
240 tenant occupancy, second inspection is 6 months later and so on until the end of a
241 lease term. A report with Photos will be sent to owner via email by owner request at
242 no cost to owner, once a year if tenant stays.

243 **XXIII. OWNER INSPECTIONS:**

244 By Law, owners must notify Agent and Agent will then notify tenant if owner desires to inspect the property.
245 Agent is required to give the Tenant 48 hours written notification prior to the inspection and tenant must have
246 time to acknowledge appointment or provide an alternate appointment if owner or Agent set time/day is an
247 inconvenience for tenant. (set by RCW Law)

248 **XXIV. PET FEES:**

249 All pet fees are \$ _____ **per pet** (or \$250pp if not filled out) and shall occur **NO management fee.**

250 *Optionally, the owner may ask for a monthly non-refundable pet fee, which shall be added to rent at
251 \$ _____ per month per pet, (\$25pp per month if not filled out). PM shall treat this as added to rent
252 and part of the regular management fee. _____ *OWNER INITIAL.*

253 **XXV. Miscellaneous Fees:**

254 Agent shall retain bad check fees, as our Bank charges us, late fees, notice delivery fees plus other
255 similar fees as we pay these fees out to Banks, Process Servers and Eviction companies, if any funds
256 are left which are not paid out, they are then our compensation for expenses incurred.

257 **XXVI. CANCELLATION or TERMINATION:**

258 **A. NO Renter:** BCI will have an approved applicant within six (6) weeks of the owners property being READY
259 TO RENT, or there shall be NO FEE to cancel this contract.

260 **B. Exception:** If the failure to find a tenant is the owner's fault due to higher than normal rent demanded by
261 owner; poor property conditions; safety or health issues; or for being unreasonable in accepting a BCI approved
262 tenant; demands by owner to exclude a protected class, or if PM has taken a deposit or contract to rent the
263 property, then the **cancellation fee is \$500.**

264 **C. Owner Fault:** If Owner makes tenant feel as though they are put in "harm's way" ie; if owner will not repair or
265 cause to be repaired any essential or included item or; failure to authorize maintenance within RCW legal time
266 limits, or; which is considered a health or safety need, then this shall be grounds at Agent's sole discretion for
267 immediate cancellation of this contract with the fee imposed.

268 **D. Notice of cancellation:** if owner is cancelling this contract or if owner is terminated by BCI for
269 cause, it must be by 30-Day Notice in writing 30 days prior to annual renewal date. Early termination
270 will be subject to a cancellation fee of \$500 as noted above. Exceptions are as seen and noted above.

271 **XXVII. Default of Deposits:**

272 Should Tenant default and if not move into rental as agreed, with no damages to owner's property,
273 then deposits that are forfeited shall be **totally credited to the Owners account** with only the basic
274 BCI fee as noted herein.

275 **XXVIII. ADVERTISING*:**

276 **Lease Up Fee.** BCI will assess a one-time only Lease-up Fee of half (50%) of only the first month
277 rent of a new tenants rent, to help offset our costs of advertising and overhead costs. BCI pays for
278 thousands of dollars in advertising, including but not limited to online websites, signs, flyers, print
279 media, plus MLS Listing costs. We also work closely with the Military Relocation Services AHRN +
280 Military RPP Program, and have syndication on many other websites. Although, BCI does not charge
281 up front for Advertising, these costs are offset by our Lease Up Fee.

282 **XXIX. DEFAULT IN RENT & EVICTION PROCESS:**

283 A Tenant becomes delinquent in rental payments on the 2nd day after rent is due. Grace period of 5-
284 days is granted. After the 5th we will begin the official legal Eviction process. Any legal expenses shall
285 be the financial responsibility of the Owner to pay naturally. We ask for a \$500 minimum advance
286 deposit to begin the Eviction, but often we are able to convince a non-paying tenant to move out for
287 less than \$200 in cost. **Agent assumes no responsibility for any loss or cost to owner.**

288 **XXX. RENT TO OWN OPTION:**

289 This option is offered by BCI Properties, LLC as an option to owners. Terms & conditions are to be
290 spelled out on a NWMLS Form-75 Addendum which is attached to the Lease and must include a
291 Purchase and Sale Agreement on a NWMLS Form-21 with all other required Addenda and signed by
292 the tenant/buyer and seller. Monetary consideration for owner or the seller is to be established
293 within these documents. Sale is not contingent or dependent on tenant obtaining financing or on
294 appraised value at time of sale. If owner accepts this option now or in the future, the fee to Agent
295 shall be **3%**, (not the standard 6%) if it is the tenant who is buying the property with no other party
296 involved in the transaction. Owner will pay standard Escrow fees etc. x_____ *owner initial to accept.*

297 **XXXI. ATTORNEY FEES & LITIGATION COSTS:**

298 If a disagreement occurs between the parties who signed below to this agreement for any reason
299 whatsoever, which results in litigation or court action, then the party prevailing in the litigation shall
300 be compensated by the losing party for attorney fees, court costs and any other reasonable fee
301 incurred including but not limited to re-key costs, securing of abandoned building or collection costs
302 to recover such fees. Any arbitration, jurisdiction rights, disputes of any kind or court proceedings
303 shall be held in Pierce County Washington within no more than one year from date of disagreement.

304 **XXXII. OWNER RIGHT TO RENT, FORECLOSURE & CANCELLATION:**

305 The PERSON(S) signing this document **signify that they are the Owner** or have submitted a legally
306 binding Power of Attorney, under penalty of perjury that he/she has the legal right to rent or lease
307 the subject property herein referred to. Furthermore Owner or person signing, signifies that this
308 property is not in danger of foreclosure, is not late on payments to their Lien Holder (if applicable)
309 and that if the mortgage or note payments become late more than 30 days, then Owner or owners
310 agent will notify BCI Agent. BCI has the legal right to ask owner for the name, address and contact
311 information of the property lien holder at any time to confirm status and owner agrees that the

312 above Power of Attorney gives the Agent the right to contact lien holder to obtain and share
313 information only, but not to act as owner to make any changes to owners loan contract.

314 **XXXIII. MORTGAGE PAYMENT:**

- 315 1. If you wish BCI Properties, LLC to make your Mortgage Payments, you will need to sign a
316 Letter of Authority which is obtained from your mortgage company, which will allow us to
317 communicate with a Lien Holder.
318 2. Do you wish PM Agent to make your Mortgage Payments? Circle one: YES / NO
319 3. Have you obtained and signed the Letter of Authority? Circle one: YES / NO
320 *If you have circled NO .., then we cannot pay your mortgage for you.

321 Mortgage Company: _____
322 Loan #: _____
323 Address of company: _____
324 Payment Amt. \$ _____
325 Mortgage Company Phone: _____ Tax Parcel #: _____
326 Mortgage Company Contact Persons name: _____

- 327 4. Do you wish Agent to make your Homeowner Association Payments.
328 Circle one: YES / NO
329 5. HOA/Condo Assc. Acct #: _____
330 Name of association: _____ Their Phone: _____

331 Name of Contact Person: _____
332 Address of Association or HOA: _____
333 Payment Amt. \$ _____

334 **XXXIV. PAYMENT TO OWNERS - OPTIONS:**

- 335 1. **Send proceeds to you at your home by check.** Initials: _____
336 2. **Send proceeds to your Bank electronically*.** Initials: _____

337 Please provide a voided check for ACH Deposit: (voided check ok) or fill out below;

338 () Savings () Checking at: _____ (Bank name)

339 Branch Address: _____

340 Account Number: _____

341 Routing Number: _____

342 **XXXV. Owner Required Insurance:**

343 Owner is asked to have an extended fire policy and minimum of \$300,000 liability insurance
344 naming BCI Properties, LLC as an additional insured with interest as Property Managers
345 only on your liability policy. Owners are required to contact their Insurance carrier to add
346 BCI Properties, LLC to their Policy. See section XIX above for BCI Insurance coverage info.

347 **Name of Insurance Company:** _____

348 **Policy #:** _____

349 **Name of Agent:** _____

350 **Phone #:** _____

351 Note: Insurance carriers generally do not raise premiums when making this change.

352 **XXXVI. In case of Emergency:**
353 Nearest Relative or Friend : _____ (name)
354 Address: _____ Phone: _____
355 Relationship To You: _____

356 **XXXVII. Utilities / Keys / Misc. Details:**

357 **A.** Utilities must stay on during vacancies to keep your insurance in effect, to keep pipes from
358 freezing and to make the house more inviting to prospective tenants.

359 **B. When the property is vacant, the owner wishes: (choose one):**

360 Initials: _____ Utilities to be billed to owner (Recommended)

361 Initials: _____ Utilities to be billed to Property Manager*

362 **Postal Box Number:** _____ **Gate code:** _____ **Parking space #** _____

363 *Owner must have sufficient funds deposited in Trust Account, to pay for one month's utilities.

364 **XXXVIII. UTILITY COMPANIES:**

365 Please provide the following information:

366 **ELECTRICITY:** Company: _____ Phone: _____

367 **GAS/OIL:** Company: _____ Phone: _____

368 **WATER:** Company: _____ Phone: _____

369 **REFUSE:** Company: _____ Phone: _____

370 **SEWER:** Company: _____ Phone: _____

371 **OTHER:** Company: _____ Phone: _____

372 **Keys:** Owner shall provide Property Manager with three keys to each door lock on the
373 property. Two keys for tenant(s) and one key for Landlord access.

374 **ANY PROBLEMS WITH PROPERTY:** (Ex: pipes freezing in cold weather, light switches etc)

375 _____
376 _____

377 **ADVERTISING TIPS YOU WISH TO SHARE?** (Ex: Good schools, neighborhood, and etc.)

378 _____
379 _____

380 Do you plan to return to your home? (Circle one): Yes or No. If so, when? _____

381 **XXXIX. Owner will deposit the following funds with PM/AGENT:**

382 (x) n/a Account set-up & origination fee – **NONE REQUIRED.**

383 (x) \$ _____ Owner Emergency repairs, or reserve Per Unit (\$200.00 Minimum
384 recommended to \$500 maximum.) This may be funded by taking the funds from the 1st
385 months' rent. This will be done automatically if space left blank or if no funds are entered
386 into this space.

387 () \$ _____ Utility Reserve payments/bills

388 () \$_____ Cleaning house, Pro carpet cleaning or other requested Repairs
389 () \$_____ Other; _____
390 \$_____ **TOTAL** funds paid to: BCI PROPERTIES, LLC

391 **XL. PROPERTY INFORMATION:**

392 **Desired Lease Term:** () One Year () Monthly or; () Other*: _____

393 **Max Preferred Rent:** \$_____ **Minimum Rent:** \$_____

394 **Security & Cleaning Deposit:** \$_____

395 **Sewer - Owner pays;**_____ **Tenant pays:**_____

396 **Security system monitoring - Owner pays;**_____ **Tenant pays:**_____

397 **Washer/Dryer supplied by owner:** _____yes or _____no.

398 **Bedrooms:** _____ **Bathrooms:** _____

399 **Garage:** Yes or No (circle one)

400 **Square Foot of dwelling:** _____

401 **Type of dwelling:** Single Family Home - Multi-plex Apartment - Condo/Townhome (circle one)

402 **Type of heat:** GFA EFA (circle one)

403

404 **XXXXL RESTRICTIONS**

405 **SMOKERS:** () No () Yes

406 **SECTION-8:** () No () Yes

407 **PETS Allowed:** () No () Yes

408 **PET POLICY - if allowed: *If NO pets allow, cross out this section!**

409 Cats: ___ Allowed. ___ Not Allowed.

410 Dogs: ___ Allowed. ___ Not Allowed. *If allowed, please see our restrictions chart.

411 Pet Restrictions if allowed: _____

412 One Time Pet Fee: \$_____ per pet, (\$250 pp recommended)

413 Optional: \$_____ per pet per month to be added to rent. (\$25 monthly recommended)

414 Please note any concerns/other restrictions: _____

415 ***SECURITY COMPANY:**

416 If monitored;

417 () Monitored by: _____ Phone: _____

418 Security Company Address: _____

419 Location of Alarm Box: _____ Panic Alarms: _____

420 Location of Key Pads: _____ Master Code: _____

421 () Maintenance Agreement with _____ Phone: _____

422 **() OTHER AMENITIES IF NOT LISTING ON LIP SHEET**

423 _____

424 () Security Gate Remotes # ____ Code: _____

425

426 **XLII. OFFICIAL BINDING ACKNOWLEDGEMENT:**

427 Owner and Agent acknowledge that there are no other agreements, verbal or written other than
428 those stated on this contract for Exclusive Rental Agency, Employment Contract and Power of
429 Attorney regarding this specific property, unless attached to this agreement as an Addendum.
430 Receipt and agreement with all terms, plus any Addendum, of this contract has been confirmed and
431 agreed with as shown by signature of all parties below. Owner hereby acknowledges that he/she has
432 had sufficient time and opportunity to review and have legal advice regarding this document as
433 needed. Due to liability concerns, tenant applications and screening will not be given or shared with
434 any 3rd party **including owners** without a court order, due to possible liability issues and conflicts of
435 interest. This agreement may be shared with a licensed collection or eviction agency, or by court
436 order to a third party, or as part of an asset transfer, as during a sale to a Washington State Licensed
437 RE Agency.

438 This agreement shall be binding upon Owner, Agent and the heirs and/or administrators, executors,
439 assigns and/or successors of the Owner and Agent. This agreement shall continue on a month to
440 month basis after it expires, unless renewed or cancelled by either party. Cancellation requires 30
441 days advance Notice in advance of cancellation by Owner and/or Owners Agent(s), successors or
442 assigns. BCI/Agency has up to 14 days to produce a final Invoice settlement of Owners account in full
443 with remittance of all deposits, keys and copies of tenant leases etc. Early cancellation may require a
444 fee to be paid, see cancellation section above.

445 **XLIII. LEGAL NOTICE:**

446 There are various laws, regulations and restrictions in many cities that an owner has the
447 responsibility to be aware of, such as the requirement to obtain a City Business License, such as **City
448 of Tacoma Business License** if you are renting your property for a profit, plus a Provisional
449 Business License may be required. There is also an annual **City of Tacoma Inspection** which will
450 ensure that the property does not endanger the health and safety of tenants, which is based on State
451 Legislation that was passed in 2010 that is mandatory on all rental properties. There may be a "side
452 sewer" inspection required, but as of this writing it may not be mandatory. BCI does not have all the
453 information to supply to owner on these and other laws, rules and regulations as they may change. It
454 is the owner's responsibility to become knowledgeable about all Laws and to research what is
455 required by City, County, State and Federal governmental bodies. It is the responsibility of the owner
456 of the property to comply with these laws.

457 **XLIV. FREE RENTLY LOCKBOX PROGRAM**

458 BCI Properties, LLC Agent will install a Free Rently.com secure lockbox on the
459 owner's property as an aid to allow "self-showing" of the property to all prospective
460 tenants, which requires credit card approval and gives BCI Agent immediate notice
461 of viewing by cell phone and email. All details with a \$5,000.00 assurance provision
462 is described at bcirent.com/lockbox or details may be seen at: rently.com/terms -
463 Use of Rently lockboxes have proven to aid in faster rental of homes in a National
464 survey. If owner does not want this free feature, please initial here: _____. Leave
465 blank to signify approval.

466 **XLV. RISK MANAGEMENT PROGRAM**

467 Free at no costs to Owners, BCI offers a program to help tenants who have lost their
468 home due to foreclosure or bankruptcy and tenants who have had medical
469 collections, student loans showing up on a collection report and/or other needs
470 such as Section 8 housing assistance and other hardships. **Benefit to owners** is that it
471 will be easier and faster to find a tenant, plus such tenants are often eager to regain their

472 credit rating or simply restore their credibility through this program which will add a \$100
473 monthly fee to their rent. This will be retained by BCI for use to help tenants, monitor
474 tenants more closely and if they pay "on-time" for 12 consecutive months then on request
475 the fee will be removed and the tenant will get a Good Tenant letter from BCI. If owner does
476 not want this free feature, please initial here: _____. Approval implied if blank.

477 **XLV. SALE OPTION FOR OWNERS OF RENTAL PROPERTIES:**

478 An owner may decide during the process of leasing to sell the property to the current tenant or to a
479 separate individual procured by BCI Properties, LLC. Under both circumstances the owner agrees to
480 pay **3 percent** of the sales price as a fee to BCI who will handle the necessary Purchase and Sale
481 Contracts & open Escrow. This does not include buyers agency fee and requires a Listing Agreement.

482 For owners who wish to eventually sell their properties, BCI Properties, LLC is a fully Licensed & Full
483 Service Real Estate Brokerage. Although specializing in the management of rental properties, we also
484 offer **RENT-TO-OWN** or **LEASE/OPTION** plans to owners for increased rent and to help assure the
485 future possible sale of their property. Owner has filled out a Federal W-9 form, see attached. The 3-
486 page attached NWMLS Form-63 LIP Data sheets are included as part of this contract.
487 -----

488 I/We hereby signify that I/We am/are the true and registered owner of this property. The owner
489 agrees and confirms that all data and information within this contract is accurate and true!
490 *Notary required if contract is more than one year.

492 **Owner # 1:** x _____ Date: _____

493 Printed name: _____

494 Home Phone: _____ | Work Phone: _____

495 **Cell Phone:** _____

496 **Mailing Address:** _____ City: _____

497 State: _____ Zip: _____

498 ***Email** Addresses to send reports to:

499 _____ @ _____

500 -----

501 **Owner # 2:** x _____ Date: _____

502 Printed name: _____

503 Home Phone: _____

504 Work Phone: _____

505 **Cell Phone:** _____

506 **Mailing Address:** _____ City: _____

507 State: _____ Zip: _____

508 ***Email** Addresses to send reports to:

509 _____ @ _____

510

512 **Licensed Agent of BCI - x** _____ Date: _____

513 _____ Date: _____

514 Agent print name

515

516 **BCI Properties, L.L.C.**

517 **9702 South Tacoma Way, Lakewood WA 98499**

518 Main office: (253) 531-1010 | Accounting: (253) 531-2600 | Fax: (253) 531-5358

519 © Copyrighted Material & Intellectual property rights 2003-2017 by BCI Properties, L.L.C.

520 Updated last on: 4/12/2017