



EXCLUSIVE RESIDENTIAL RENTAL AGENCY  
AND EMPLOYMENT CONTRACT WITH POWER OF ATTORNEY

This contract is made and entered into between BCI Properties, LLC a Brokerage (a.k.a. Agent or PM) and \_\_\_\_\_ (OWNER(s), who attest under penalty of perjury that they are the Legal Owner of or have the legal right to sign for and act for the owner, (POA or similar required) the of the following real estate COMMONLY KNOWN AS:

\_\_\_\_\_(street address),

City: \_\_\_\_\_, WA zip: \_\_\_\_\_. The aforementioned parties agree as follows:

**I. EXCLUSIVE AGENT:**

The owner hereby employs the Agent exclusively to rent, lease, operate, and manage the described property for the initial term of one (1) year from the inception date of this contract. After expiration of the initial term, this agreement shall continue for one (1) year annual periods unless terminated by either party by thirty (30) days written notice prior to the commencement of an annual period, effective only after a full term of one (1) year has expired.

**EXCEPTION:** Should the Owner refuse to allow the Agent to perform his duties according to the Landlord-Tenant Act of the State of Washington and the laws governing Agency, Federal, State or Local laws governing Fair Housing or any other local, state or federal laws, or if property is thought to be in jeopardy of foreclosure, or if in the PM's sole discretion deems that the Owner is neglecting maintenance, or is hard to reason or work with, then PM may give Owner notice to rescind this contract immediately in writing, which will be an allowed breach of contract. Tenant shall be Notified of such change, or if they are in harm's way such as a foreclosure. Said notices shall be mailed to last known address, or emailed.

**II. POWER OF ATTORNEY:**

Owner hereby appoints Agent as Attorney in Fact for the Owner and authorizes said Agent to act for the Owner and in Owner's name to sign, seal, acknowledge, and deliver leases, agreements and documents as shall be requisite or as said Agent shall deem necessary or proper for the care, management and rental of said real property as provided for in this contract including but not exclusive of the repair, purchase of materials, signing of contracts, signing of MLS Listings in full on owners behalf w/o owner contact info and transferring of utilities for the property into or out of the Owner's name. The Owner agrees to indemnify, defend and hold harmless Agent for actions taken in good faith under this Power of Attorney.

**III. OWNER FUNDS:**

Agent will deposit all receipts collected for the Owner (less sums properly deducted as provided herein) in a Trust Account in an institution qualified to engage in the banking or Trust business in Washington separate from the Agent's personal account. However, Agent shall not be held liable in the event of bankruptcy or failure of said depository. At present, Agent deposits monies in: Bank of America, 11315 Pacific Avenue So. Tacoma, WA 98445. Any interest earned on Owner funds is to be retained by agent as compensation for administering these funds. Tenant deposits are kept separate from the Owner's funds and are transferred to Owner's account only when forfeited for repairs, damages, cleaning charges, or liquidated damages. Any tenant forfeited deposits that are not needed to repay owner for damages or past due rents are considered liquidated damages and are then returned to tenant, however in rare cases these funds are abandoned by tenants and shall be split 50/50% between owner and agent.

Agent shall deduct from Owner's funds all commissions due, charges to Owner's account for repairs, materials, utility charges, taxes or assessments, rent refunds to tenants, and any and all other expenses to the property, if approved by owner or known by the agent that these will protect Owner's interest.

Initials: x \_\_\_\_\_ x \_\_\_\_\_

51 **IV. AGENT AUTHORITY:**

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53 The owner hereby gives to the Agent the authority and power and agrees to assume the expenses in  
54 connection herewith: To advertise the availability for rental of the property or any part thereof and to  
55 display "For Rent" signs thereon, to sign, renew, and effect early cancelation of leases for the property or  
56 any part thereof if deemed in the owners best interest without prior consultation with owner; to collect rents  
57 due or to become due and give receipts; to terminate tenancies and to sign and serve in the name of the  
58 Owner such notices as are appropriate; to institute and prosecute actions for the Owner; to evict Tenants  
59 and to recover possession of said premises; to sue for in the name of the Owner and to attempt to recover  
60 rents and other sums due; and, when expedient, to settle, compromise, and release tenants from a lease or  
61 eviction proceedings, or such action of suits or reinstate such tenancies. Agent assumes no liability for  
62 monies that are uncollectible, nor for any damages, clean up or other costs what so ever related to the  
63 property.

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65 **V. AGENCY DISCLOSURE:**

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67 BCI Properties, LLC, is acting as agent for the owner of the property. Owner understands that Agent  
68 represents the Owner's interest at all times, in all negotiations and in the Lease Agreement. Owner has  
69 received a copy of the "Law of Real Estate Agency" and has had the opportunity & adequate time to review  
70 this document with advice of legal counsel if so desired.

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72 Initials: x \_\_\_\_\_ x \_\_\_\_\_

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74 **VI. ACCOUNTING:**

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76 Agent shall account to the Owner for all receipts and disbursements on a monthly basis. Year-end  
77 accounting and 1099 Misc. forms showing gross receipts, if they exceed \$600, shall be mailed to the owner  
78 no later than January 31<sup>st</sup> for the previous year. During the existence of this agreement, Agent shall make  
79 all mailings to the Owner at the last known address provided to the Agent by the Owner. It shall be  
80 Owner's responsibility to provide Agent with Social Security Number or Tax Identification Number to be  
81 used on the 1099 form and to check the 1099 for accuracy of said number on receipt. Any discrepancies  
82 shall be reported to the Agent no later than February 15<sup>th</sup> so records can be changed prior to the time that  
83 copies are mailed to the IRS.

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85 **VII. PAYMENTS FOR OWNER:**

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87 To give adequate and advance written notice to the Agent if the Owner desires that the Agent make  
88 payment, out of the proceeds from the premises, of general taxes, special assessments, fire or any other  
89 insurance premiums, condo association fees or other recurring fees. In no event shall the Agent be required  
90 to advance its own money in payment of any such indebtedness, taxes, assessments, premiums or  
91 condo/homeowner association or other payments whether provided for herein or not unless Owner shall  
92 have provided sufficient funds to cover said payments. Monthly income collected from the property by  
93 Agent, if any, shall be first applied to current expenses including Agent's fees and the remaining balance, if  
94 any shall be available for such recurring payments. In no event, shall the Owner place the Agent in  
95 jeopardy of having a negative balance in the Owner's account. Upon notification by the Agent to the  
96 Owner of a need for monies, Owner shall forward said monies within three (3) working days of said  
97 notification. Owner further agrees to assume responsibility for any late charges, collection costs or  
98 foreclosure actions resulting from late payment or nonpayment of any item under this agreement should  
99 Agent be unable to make said payment due to insufficient funds on hand, lack of income from property,  
100 because of non delivery or delay of mail or for any other reason beyond control of Agent

101  
102 Owner instructs Agent that as to subject rental property, the monthly expenses shall be charged as follows:  
103 Owner pays: \_\_\_\_\_ Electric; \_\_\_\_\_ Water; \_\_\_\_\_ Garbage; \_\_\_\_\_ Sewer; \_\_\_\_\_ Natural  
104 Gas; \_\_\_\_\_ Cable  
105 Tenant pays: \_\_\_\_\_ Electric; \_\_\_\_\_ Water; \_\_\_\_\_ Garbage; \_\_\_\_\_ Sewer; \_\_\_\_\_ Natural  
106 Gas; \_\_\_\_\_ Cable. Responsibility for Other Miscellaneous Charges: \_\_\_\_\_.

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108 © 2003-2010 BCI Properties, LLC

109 **Updated last on: 11-13-2009**

110 Initials: x \_\_\_\_\_ x \_\_\_\_\_

111 **VIII. REPAIRS & MAINTENANCE :**

112  
113 **Basic Maintenance:** As indicated by initials at the bottom of this section; Owner hereby authorizes the  
114 Agent to make or cause to be made all basic repairs, maintenance, replacements, and purchases necessary  
115 to keep the improvements upon said real property in a tenable condition and necessary to comply with  
116 the Landlord-Tenant Act of the State of Washington or other codes, regulations or laws. Costs above what  
117 is in owners trust account for repairs is considered repairs beyond basic.

118  
119 **Repairs beyond basic:** These are repairs which cost more and are above the funded limits of owners trust  
120 account, normally \$200 per unit. These are repairs that may be unexpected, but required for the safety and  
121 health of the tenant or future tenant or to preserve the integrity and value of owners property. Typically  
122 these include but are not limited to the replacement of a bath tub, major kitchen appliances, roof repair or  
123 replacement, above basic move out clean up or repairs, electrical or plumbing repairs and carpets... etc.  
124 Owner agrees and trusts that agent shall use their discretion as to the need of the repair, without hindrance.

125  
126 **Owners approval of repairs:** Agent will attempt to obtain owners approval and funding of any repairs that  
127 are beyond basic, either by phone, email or letter. Exception is if owner cannot be contacted soon enough  
128 and the repairs are urgent to stop ongoing damage, or that may cause liability issues against owner or  
129 Agent, or loss of value to owner. Owner authorizes Agent, without specific owner involvement to contract,  
130 bargain and negotiate with Agent's choice of 3<sup>rd</sup> party or licensed repairmen to perform such maintenance  
131 as deemed needed by Agent. Owner shall be responsible for all third party worker, cleaners or contractor  
132 agreements made by Agent on owners behalf and submit funds for such work upon request, even if the  
133 work is not started yet, as Agent shall need to meter out and monitor such funds for repairs.

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135 **Agent impact fee:** Agent will supply one concise invoice to owner for maintenance or repair work that  
136 may involve one or more sub-contractors or repairmen who are hired by Agent, who will in turn bill or  
137 invoice BCI Properties, LLC not the owner. These costs will be transferred to and reflected on Agents  
138 Invoice to owner as a combined tally of services and costs with a fee of 10%, plus agent will at times  
139 receive a referral fee or other valuable consideration from a chosen vendor for services rendered.

140 **Agent may charge owner a fee to;**

- 141 A. Sort out what is needed for any and all maintenance, repairs or work to be done on owners behalf.
- 142 B. Obtain bids, estimates, costs and charges to effect a repair of any kind as deemed needed by Agent.
- 143 C. Obtain digital photos before and after work performed, if deemed needed to insure quality of work.
- 144 D. Provide supervision of any maintenance or repair work before, during and after completion.
- 145 E. Personally pick up and deliver materials for repairmen as needed.
- 146 F. Arrange for City or County Permits if and as required by local agencies.

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148 **Owner Funding:** Owner agrees to maintain a sum of not less than an amount required to pay the monthly  
149 expenses if needed and for Emergency Repairs, which shall in no event be less than \$200, with the Agent  
150 for that purpose. The cost of said expenses and other charges related to the property shall not be limited to  
151 said sum, however Agent shall make reasonable attempts to gain owners approval of any funds needed or  
152 costs incurred above that amount prior to such expenditure.

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154 **Owner agrees** to forward any monies required to cover expenses to Agent upon demand. Owner hereby  
155 acknowledges and accepts responsibility for any and all expenses relating to the property including but not  
156 limited to any legal costs incurred by the Agent. Owner authorizes Agent to use his best judgment in  
157 handling emergency repairs and maintenance as required by the Landlord and in the best interest of the real  
158 property and improvements. Owner acknowledges that any and all appliances on the property must be  
159 maintained and/or replaced as required during the tenancy periods. Appliances may only be removed or  
160 replaced during the vacancy period, unless inoperable or damaged, but must be maintained in good order at  
161 cost to owner during tenancy. Owner may not require tenant to pay for repairs except in the case of proven  
162 Tenant abuse or when otherwise agreed upon with a tenant lease.

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164 **Initials:** x \_\_\_\_\_ x \_\_\_\_\_

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166 **IX. Liability:** Owner agrees to hold agent, BCI Properties, LLC and their partners, owners, employees and  
167 workers harmless and not responsible for any errors, mistakes, damages of any kind or poor quality of  
168 workmanship which may occur with any repair service or company who is hired to do repairs on behalf of  
169 the owner.

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171 **Initials:** x \_\_\_\_\_ x \_\_\_\_\_

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**X. SERVICE CONTRACTS:**

Owner authorizes Agent to make contracts for the provision of basic utility services such as electricity, gas, fuel, water, (cable TV where approved, usually multi-plexes), refuse, washer/dryer services and any and all other services or such of them as the Agent shall deem advisable. The Owner agrees to assume the obligation of any contract so entered into at the termination of this agreement and to have the charges for said services deducted from his account during the contract period.

**XI. EMPLOYEES & VENDORS:**

Owner authorizes Agent to hire, discharge and supervise all service providers, vendors or workers as required for the operation and maintenance of the premises, it being agreed that Agent has no employees and hires licensed companies to effect repairs and maintenance. Agent may perform any of its duties through Owner's attorneys or agents if so directed by owner, and shall not be responsible for their acts, defaults or negligence.

**XII. TAXES:**

If Owner desires taxes to be paid by Agent, Owner shall provide Agent with proper tax numbers and documents so that all taxes due can be paid from the Owner's account to the required agencies and government bodies. All forms shall be in the Owner's name and taxes shall be paid from his account on his behalf to tax agencies. If monies are not available to the Agent at the time that taxes are due, it shall be the owner's responsibility for any delinquencies and the resulting penalties and liabilities, and Owner hereby releases Agent of any liability in this matter.

**XIII. ADVERSE FINANCIAL, LEGAL OR HARMFUL ACTIONS:**

Any adverse financial or legal actions against the property or Owner of the property, that is not part of nor caused by the management of the property, shall be grounds, at Agent's discretion, for immediate cancellation of the contract. Such as Foreclosure proceedings, owner bankruptcy or actions by the owner, such as communication with the tenant in which Agent is in any way harmed or threatened by such action.

**XIV. TENANT SAFETY & TERMS:**

Owner acknowledges that it is his responsibility to provide adequate locks for the property and authorizes the Agent to install or change/rekey locks as Agent deems necessary for the safety and protection of the Tenant. Owner shall provide or authorize Agent to provide adequate lighting, secure railings and banisters, adequate smoke detectors, fire extinguishers and any other safety related items as deemed necessary by Agent. – In addition Agent may opt to rent month to month to a tenant, or optionally offer a one year lease.

**XV. SAVE/HARMLESS:**

Owner agrees to indemnify, defend, and save the Agent without harm from any and all suits in connection with the premises and from liability for damage to property and injuries to or death of any employee or other person whomsoever, and to carry at his (its) own expense public liability insurance naming the Owner and the Agent as Insured and adequate to protect their interests and in form, substance, and amounts reasonably satisfactory to the Agent, and to furnish to the Agent certificates evidencing the existence of such insurance. Unless the Owner shall provide such insurance and furnish such certificate within ten (10) days from the date of this Agreement, the Agent may, but shall not be obligated to, place said insurance on the property and charge the cost thereof to the account of the Owner. All such insurance policies shall provide that the Agent shall receive thirty (30) days written notice prior to cancellation of the policy.

**XVI. LIMITATION OF LIABILITY:**

Agent shall be responsible only for damages caused by Agent's gross negligence, recklessness or intentionally damaging conduct. In no event shall agent be responsible for damages caused by good faith business decision even if, in retrospect, such decision proved to be imprudent or wrong. Agent shall bear no responsibility for the acts of third party vendors, contractors or service providers regardless of whether or not hired by Agent. Owner agrees to indemnify, defend and hold agent harmless for actions taken by Agent in good faith on Owner's behalf.

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**XVII. INSURANCE:**

Owner acknowledges his responsibility for adequate insurance coverage for the property and for any liability as described in "Save/Harmless" paragraph. Owner agrees to notify the Agent of the name of the insurance company, his agent and phone number and the policy number. Owner also agrees to notify Agent of any change in insurance companies and/or Agent. As an owner of rental property, Owner acknowledges his responsibility to maintain insurance at all times on the property both for loss and liability, and to protect the Owner's agent in the event of a lawsuit. BCI PROPERTIES, LLC, must be named as an additional insured under owner's liability policy (minimum \$300,000).

**XVIII. PROPERTY INSPECTIONS:**

Owner shall notify Agent if he desires to inspect the property. Agent is required to give the Tenant 48 hours written notification prior to the inspection and tenant must have time to acknowledge appointment or provide an alternate appointment. Neither the Owner nor his representative may enter the property without the Tenant's permission. Property shall not be entered (except with Tenant's written permission) unless the Tenant is present and proper notices have been served, if required.

**XIX. SECURITY DEPOSITS:**

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Agent shall collect, deposit, and disburse tenant's security deposits in accordance with the terms of each tenant's lease. Owner grants approval to Agent to collect tenant's security deposits on an installment basis, if deemed necessary by Agent. Any interest earned on tenant security deposits is to be retained by Agent as compensation for administering these funds. Agent shall comply with applicable state or local laws concerning the responsibility for security deposits.

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**XX. FEES:**

In addition to other charges related to maintenance and third party construction facilitation disclosed above, owner agrees to pay the Agent the following fees, which shall be charged to the Owner's account or shall be forwarded to the Agent should the account not be sufficient to cover such charges:

1. <b>Set-up fee</b>	\$ <u>75.00</u>	To set-up account – One Time fee
2. <b>Management Fee</b> , per unit/house/apartment....	<u>8 %</u>	Of rent as collected; \$75 minimum. If we do not collect the rent, you do not pay. *Fee is for time and labor involved with collecting rents, posting accounts, managing trust accounts, making collection calls as needed, paying owners, posting to free marketing websites and updating owners as needed. Repair work & maintenance is additional cost to owner, see below. We have compared our rates to 32 other companies and found that we have the best deal, anywhere!
If 4-12 rentals .....	<u>7%</u>	
If 13-32 rentals.....	<u>6%</u>	
If 32 rentals & up.....	<u>5%</u>	
3. Leasing Fee	\$ - <b><u>None!</u></b>	Used to offset advertising costs.*
4. Early Cancellation Fee	\$ - <b><u>None!</u></b>	It's that simple. We just need a 30 day notice in writing. *If you are not happy with our service., we give you a way out.
5. Lease Renewal Fee	\$ - <b><u>None!</u></b>	To offset time/costs of renewal efforts.
6. Vacant Property Fee	\$ - <b><u>None!</u></b>	Generally a per month fee to manage, watch, clean and upkeep vacant property. Optional if needed.
7. Notices and Legal Docs	\$ - <b><u>None!</u></b>	If a tenant does these costs, as happens sometimes with an eviction. Includes Process Server Fees etc....

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\*Additional fees belong to tenants or are optional, such as some added MLS advertising.

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**ADVERTISING:**

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**Free Advertising:** will be posted in: BCI Properties websites, online advertising at other websites such as Craigslist, Postlets, AHRN/Military Relocation Center + up to 12 others, updated weekly etc.

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**Fee Advertising:** Option to be placed in The Tacoma News Tribune – weekly includes Sunday; Homes & Condos for Rent Magazine – twice monthly; Little Nickel – weekly, and others. *Owner understands that he/she is responsible for the cost of this additional advertising.* Owner wishes to pay for this added cost of advertising up to: \$ \_\_\_\_\_ per vacancy. (Fill in the amount, if not filled in its void.)

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**NWMLS OPTION:** Owner wants property advertised on the local MLS, with a fee of up to 50% of the 1<sup>st</sup> month rent, to cover the cost of compensation to another Agent who may bring a tenant to us, PLUS Syndication by online media that uses the MLS database. Owner wishes to pay for NWMLS additional advertising; **Initials:** x\_\_\_\_\_ x\_\_\_\_\_

**XXI. OTHER COMPENSATION:**

Owner acknowledges that Agent shall collect from Tenants late rent fees, returned check charges, screening fees, lease breaking fees, service coordination fees, trip charges, summons serving and notice delivery fees and other similar fees and that Agent shall retain said fees and charges as compensation for the extra time and effort required to collect these outside of normal duties and hours. Upon receipt and approval of a Tenant's application to lease and deposit, should Tenant default thereafter and not move into the rental as agreed or terminate tenancy early during a lease period as a breach of contract, and thereby has forfeited their security deposit, said security deposit will be split evenly (50/50) between Agent & Owner.

**XXII. DEFAULT IN RENT:**

If a Tenant has become delinquent in rental payments and it is deemed necessary by PM to proceed with an Unlawful Detainer Action or Eviction, the Owner requests the Agent to contract the legal service currently being used by the Agent. Owner acknowledges that said legal expenses shall be the financial responsibility of the Owner and that any losses are their responsibility. Owner authorizes Agent to turn these costs over to a collection agency for collection. Agent assumes no responsibility for the losses except for cooperating with the attorneys and collection agencies for the collection of the monies owing the Owner.

**XXIII. DELINQUENT MONIES:**

Owner acknowledges that by placing a property on the rental market, the possibility exists that a Tenant may not pay the rental monies owing, and Owner acknowledges that costs may be incurred getting the property repaired and restored for a new Tenant. Owner acknowledges that she/ he understand that these costs and/or losses are his and authorizes the Agent to turn these costs over to a collection agency for collection. The Owner acknowledges that Agent assumes no responsibility for the costs/losses except for cooperation with the Attorneys and/or collection agencies in the action against a Tenant and authorizes Agent to act on his behalf to provide information to an agency or attorney for these purposes.

**XXIV. DAMAGE TO PROPERTY:**

Owner acknowledges that by placing a property on the rental market, the possibility exists for damage to property and assumes the responsibility for the repair and replacement of said damages and acknowledges that the Agent assumes no financial responsibility for any costs involved should damage or loss occur.

**XXV. RENT TO OWN OPTION:**

Owner elects to offer a "Rent to Own" option to tenants. The provisions for that option shall be spelled out within a separate Option Addendum, including all terms for buyer & seller, such as a Purchase and Sale Agreement, with Escrow and RE fees to be paid at closing or as agreed otherwise, this fee and details to be within said document(s).

**PROPERTY OWNER** - if you wish PM to offer a Rent to Own Option to your renter/tenant. Terms & conditions are to be spelled out and mutually agreed upon by seller/buyer on a unique and separate document apart from the standard rental lease agreement. **Initials:** x\_\_\_\_\_

**XXVI. ATTORNEY FEES & LITIGATION COSTS:**

If a disagreement occurs between the parties who signed below to this agreement for any reason whatsoever, which results in litigation or court action, then the party prevailing in the litigation shall be compensated by the loser for attorney fees, court costs and any other reasonable fee incurred including but not limited to re-key costs, securing of abandoned building or collection costs to recover such fees. **Initials:** x\_\_\_\_\_ x\_\_\_\_\_

331 **XXVII. DISTRESSED PROPERTY NOTIFICATION:**

332  
333 In order to safeguard the rights of tenants, the Owner hereby signifies under penalty of perjury that he/she  
334 has the legal right to rent, sell or otherwise dispose of the subject rental property herein referred to.  
335 Furthermore Owner signifies that this property is not in danger of foreclosure, is not late on payments to  
336 their Lien Holder (if applicable) and that if the mortgage or note payments become late more than 30 days,  
337 then Owner will notify Agent. Since tenants may be put in harm's way under such circumstances, Owner  
338 will default in any rental or lease agreement and will allow tenant to vacate if deemed advisable by PM.  
339 Agent/PM has the right to ask for notification direct from Lien Holder, but will at all times safeguard the  
340 rights, privacy and confidence of Owner in such matters so long as there is no legal conflict.

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342 **XXVIII. ADDENDUMS:**

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344 All of the following Attachments and Addenda are indicated below are incorporated herein as though fully  
345 set forth at length. Please check each that apply to you property, if you do not have one of these forms they  
346 are on our web, or just ask. Those forms already checked are required. If your property is older than 1977  
347 then you must download our Lead Form and return it also. If you have CC&R's or HOA Restrictions, we  
348 must have a copy of that for our tenants. The 1099 Tax Form is also a download on our website at:  
349 [www.BCIrent.com](http://www.BCIrent.com) or we can send these to you if you prefer in the mail.

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|-----|--|---|
| 350 | <input checked="" type="checkbox"/> Utilities Addendum | <input checked="" type="checkbox"/> Property Information            |
| 351 |  |   |
| 352 | <input checked="" type="checkbox"/> Owner Information  | <input checked="" type="checkbox"/> Lead Disclosure – 1977 or older |
| 353 |  |   |
| 354 | <input checked="" type="checkbox"/> 1099 Tax Form      | <input checked="" type="checkbox"/> Law of RE Agency                |
| 355 |  |   |
| 356 | <input type="checkbox"/> CC&R's                        | <input type="checkbox"/> Landscaping Plan                           |
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359 **XXIX. FUNDING YOUR ACCOUNT.**

360  
361 In order to insure that you receive funds as fast as possible, so that your Mortgage Lien Holder or HOA  
362 payments are made in a timely manner, we recommend you make payments one month ahead, so if a  
363 tenant is late or does not pay, your payments will not also be late. Mortgage, Condo or HOA payments are  
364 made when checks are cut mid-month for the following month whenever possible. If a tenant pays on the  
365 5<sup>th</sup> day or "Grace" period limit, then pays by check, it can take 7 to 10 working days to clear that check  
366 before your account can be funded. Although we attempt to clear these funds ASAP and fund your  
367 account quickly, it can be the 15<sup>th</sup> of the month before rental funds finally reach your Bank.

368 **\*NOTE: PROCEEDS ARE MAILED OUT or ELECTRONIC PAID**  
369 **MID-MONTH DEPENDING UPON AVAILABILITY OF FUNDS.**

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372 **XXX. OTHER AREAS OF AGREEMENT:** (none if left blank)

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385 © 2003-2010 BCI Properties, LLC  
386 **Updated last on: 11-13-2009**  
387 [www.BCI-properties.com](http://www.BCI-properties.com)

388 Initials: x \_\_\_\_\_ x \_\_\_\_\_

389 **PROPERTY INFORMATION**

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391 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

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393 Property Mgr: \_\_\_\_\_ Lease Term: ( ) One Year ( ) Other: \_\_\_\_\_

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395 Preferred Rent Amount: \$\_\_\_\_\_ Lowest Acceptable Rent: \_\_\_\_\_

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397 Deposit: \$\_\_\_\_\_ NRCC: \$\_\_\_\_\_ Utility Deposit \$\_\_\_\_\_ Other: \$\_\_\_\_\_

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399 Tenant must pay the following charges in addition to rent to BCI Properties, LLC each  
400 month:

401 ( ) \$\_\_\_\_\_ for Pierce County Sewer – See Utilities Addendum

402 ( ) \$\_\_\_\_\_ for security system monitoring – See Security System information below.

403 ( ) \$\_\_\_\_\_ for \_\_\_\_\_

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405 Pets: ( ) No ( ) Yes Restrictions: \_\_\_\_\_ Pet Fee: \$\_\_\_\_\_

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407 Smokers: ( ) No ( ) Yes

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409 Style of Home: \_\_\_\_\_ Sq. Ft: \_\_\_\_\_ Year Built: \_\_\_\_\_

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411 School District: \_\_\_\_\_ Acreage: \_\_\_\_\_

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413 ( ) Homeowner/Condo Assn.: \_\_\_\_\_ (Attach copy of CC&R's)

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415 **Bedrooms:** #\_\_\_\_\_ Sizes: Master \_\_\_\_\_

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417 **Baths:** ( ) Full ( ) ¾ ( ) ½ ( ) Jetted tub ( ) Other \_\_\_\_\_

418

419 ( ) Rec-room ( ) Family Room ( ) Den ( ) Office ( ) Sun Room ( ) Other: \_\_\_\_\_

420 ( ) Formal Dining Room ( ) Living/Dining Combo ( ) Laundry room

421

422 **Kitchen:** ( ) Large ( ) Eating Space in Kitchen ( ) Nook ( ) Updated

423 **Appliances:** ( ) Electric Stove ( ) Gas Stove ( ) Jenn-Aire ( ) Microwave

424 ( ) Refrigerator ( ) W/Icemaker ( ) Freezer ( ) Dishwasher

425 ( ) Garbage Disposal ( ) Trash Compactor ( ) Other: \_\_\_\_\_

426 ( ) Washer/Dryer ( ) W/D Hookups ( ) Gas Hookups

427 ( ) Warranties in effect – copies attached.

428

429 **Heat system:** ( ) GFA ( ) EFA ( ) Oil FA ( ) Propane FA ( ) EBB

430 ( ) Electric in Wall Heaters ( ) Service Cont: \_\_\_\_\_

431

432 **Water Heater:** ( ) Gas ( ) Electric ( ) Propane

433

434 **Laundry Room:** ( ) Inside ( ) In Garage ( ) Shared-free ( ) Coin operated

435

436 **Basement** ( ) Finished ( ) Unfinished ( ) Other Info: \_\_\_\_\_

437

438 **Garage:** #\_\_\_ Car ( ) RV Garage ( ) RV Parking ( ) Attached ( ) Detached

439 ( ) Automatic Opener \_\_\_\_\_(brand) #\_\_\_ Remotes (leave in kitchen  
440 drawer)

441 **Carport:** #\_\_\_ Car ( ) Off- Street Parking ( ) Alley Parking ( ) Parking Lot

442

443 **Yard** ( ) Landscaped ( ) Plant Plan Attached (Please attach drawing showing plants)

444 ( ) Lawn care provided by: \_\_\_\_\_ Phone: \_\_\_\_\_

445 ( ) Fenced: ( ) Full ( ) Back ( ) Partial ( ) Wood ( ) Chain Link

446 ( ) Patio ( ) Deck ( ) Wood ( ) Concrete ( ) Covered ( ) Terraced

447 ( ) Sprinkler System Location of controls: \_\_\_\_\_

448 ( ) Winterizing Instructions Attached ( ) Backflow Device Tested

449 **Septic Tank:** Last Pumped: \_\_\_\_\_ ( ) Diagram of Location Attached

450 ( ) Sewage ejection Pump Location of Pump Alarm: \_\_\_\_\_

451

452 **Amenities:**

453 ( ) Drapes/Blinds ( ) Throughout ( ) Partial

454 ( ) Security system ( ) Monitored by: \_\_\_\_\_ Phone: \_\_\_\_\_

455 Security Company Address: \_\_\_\_\_

456 Location of Alarm Box: \_\_\_\_\_ Panic Alarms: \_\_\_\_\_

457 Location of Key Pads: \_\_\_\_\_ Master Code: \_\_\_\_\_

458 ( ) Hot Tub ( ) Jetted Tub ( ) Sauna ( ) Swimming Pool

459 ( ) Maintenance Agreement with \_\_\_\_\_ Phone: \_\_\_\_\_

460 ( ) Skylights #\_\_\_ Where: \_\_\_\_\_

461 ( ) Fireplace ( ) Woodstove ( ) Pellet Stove ( ) Insert ( ) Gas Fireplace

462 Last Cleaned \_\_\_\_\_ by Whom: \_\_\_\_\_

463 ( ) Waterfront \_\_\_\_\_ft. ( ) Dock \_\_\_\_\_ft ( ) Boat Launch

464 ( ) Pool Table ( ) Equipment #\_\_\_ Balls #\_\_\_ Cues Other: \_\_\_\_\_

465 Company: \_\_\_\_\_ Phone: \_\_\_\_\_

466 Account # or Code: \_\_\_\_\_

467 ( ) Security Gate Remotes #\_\_\_ Code: \_\_\_\_\_

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Initials: x \_\_\_\_\_ x \_\_\_\_\_

**OWNER INFORMATION**

(please print this info)

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Property Owner(s) \_\_\_\_\_ [print]

Home Phone #: \_\_\_\_\_

Work Ph: \_\_\_\_\_ Other phone: \_\_\_\_\_

Date property to be vacated: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

eMail Address: \_\_\_\_\_

Do you plan to return to your home? If so, when? \_\_\_\_\_

**Initial the appropriate box:**

**Make your Mortgage/Homeowner/condo Association Payments** Initials: \_\_\_\_\_

Mortgage Company: \_\_\_\_\_ Loan #: \_\_\_\_\_

Address: \_\_\_\_\_ Payment Amt. \_\_\_\_\_

Phone: \_\_\_\_\_ Tax Parcel #: \_\_\_\_\_

Initials: \_\_\_\_\_ Condominium/Homeowner Assn. Acct #: \_\_\_\_\_

Name of association: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Payment Amt. \$ \_\_\_\_\_

Initials: \_\_\_\_\_ **Send proceeds to you at your home**

Initials: \_\_\_\_\_ **Send proceeds to your bank**

Please provide a voided check or deposit slip. BCI Properties, LLC will deposit to: ( ) Savings ( ) Checking

Bank: \_\_\_\_\_

Branch & Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

**\*NOTE: PROCEEDS ARE MAILED OUT or ELECTRONIC PAID MID-MONTH DEPENDING UPON AVAILABILITY OF FUNDS.**

**Insurance:** Owner is required to have an extended fire policy and minimum of \$300,000 liability insurance naming BCI Properties, LLC as an additional insured with interest as Property Managers only on your liability policy.

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone #: \_\_\_\_\_

Initials: x \_\_\_\_\_ x \_\_\_\_\_

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**Nearest Relative:**

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship To You: \_\_\_\_\_

**Utilities:** Utilities must stay on during vacancies to keep your insurance in effect, to keep pipes from freezing and to make the house more inviting to prospective tenants. If the property is not rented, the owner wishes **(choose one):**

Initials: \_\_\_\_\_ **Utilities to be billed to owner at owner’s new address**

Initials: \_\_\_\_\_ **Utilities to be billed to Property Manager** (Owner must have sufficient funds for one month’s utilities.)

**Owner agrees to deposit the following monies with Property Manager:**

- \$75.00 Account set-up & origination fee (one time)
- \$200.00 Owner Reserve Per Unit (\$200.00 Minimum)
- \$\_\_\_\_\_ Mortgage Payment
- \$\_\_\_\_\_ For Utility Bills
- \$\_\_\_\_\_ For Cleaning
- \$\_\_\_\_\_ For Carpet Cleaning
- \$\_\_\_\_\_ For Requested Repairs
- \$\_\_\_\_\_ For Advertising \_\_\_\_\_(where).
- \$\_\_\_\_\_ **TOTAL** paid to: BCI PROPERTIES, LLC

**Keys:** Owner to provide Property Manager with three keys to each door lock on the property. (All locks/keys must be replaced prior to each new tenant’s move-in).

**Additional Information for Property Manager:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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BEST THINGS ABOUT YOUR PROPERTY: (Ex: Good schools, neighborhood, and etc.)

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**UTILITIES ADDENDUM**

Please provide the following information:

**ELECTRICITY:**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**GAS/OIL:**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**WATER:**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**REFUSE:**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**SEWER:**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**The Law of Real Estate Agency**

**Please read the attached brochure The Law of Real Estate Agency carefully before signing any documents. This explains your legal rights in Washington State when dealing with a real estate broker or sales person. If you do not see the attached document please let us know or download it from;**

**<http://bcirent.com/docs/agencylaw.pdf>**

**Thank you.**

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**\*Please sign and date the final acknowledgement page 13, following this page.**

Initials: x \_\_\_\_\_ x \_\_\_\_\_

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**ACKNOWLEDGEMENT;**

Owner and Agent acknowledge that there are no other agreements, verbal or written other than those stated on this contract for Exclusive Rental Agency, Employment Contract and Power of Attorney regarding this specific property, unless attached to this agreement as an Addendum. Receipt and agreement with all thirteen (13) pages, plus any Addendum, of this contract has been confirmed, agreed with and attested as shown by signature of all parties below. Owner hereby acknowledges that he/she has had sufficient time and opportunity to review and have legal advice regarding this document as needed.

This agreement shall be binding upon successors and assigns of the Agent and the heirs, administrators, executors, assigns and successors of the Owner.

**Owner's Social Security Number or Tax ID Number:** \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Owner: x \_\_\_\_\_  
Signature Printed

Owner: x \_\_\_\_\_  
Signature Printed

**BCI PROPERTIES, LLC:** x \_\_\_\_\_  
Agent

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