



Updated: 10/20/2011

EXCLUSIVE RESIDENTIAL PROPERTY MANAGEMENT AND REAL ESTATE AGENCY CONTRACT

This contract is made and entered into on this date: _____ under terms outlined below. Between; **BCI Properties, LLC** a RE Brokerage, hereafter also known as Agent or PM and;

_____, OWNER(s) of real property referenced below, (a.k.a. owner or client). 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, (POA or similar may be required), the owner of the following real estate address which is COMMONLY KNOWN AS:

(street address),

City: _____, State: WA zip: _____

The aforementioned parties agree to terms as follows:

1 **I. EXCLUSIVE AGENT:**

2
3 The owner hereby employs the Agent exclusively to operate and manage the
4 described property for one (1) year from the inception date of this contract,
5 thereafter this agreement shall continue on a Month-to-Month basis with all terms
6 and agreements herein still in effect. As a real estate broker, BCI Properties, LLC
7 owes client fiduciary duties, those duties include care, confidentiality, loyalty,
8 obedience, accounting & disclosure. As a Licensed Real Estate Brokerage we owe a
9 tenant an obligation of fairness & honesty.

10
11 **BREACH OF CONTRACT:**

12
13 Should the Owner refuse to allow the Property Manager or his Agents to perform his
14 or their duties according to the Landlord-Tenant Act of the State of Washington; or
15 the laws governing Agency, Federal, State or Local laws governing Fair Housing; or
16 any other local, state or federal laws; or if property is thought to be in jeopardy of
17 foreclosure; or if in the PM/Agent's sole discretion deems that the Owner is
18 neglecting needed maintenance, for providing their own maintenance which is of
19 poor quality or sub-standard, repairs not to code or without a required permit,
20 appears to be unusually hard to reason or work with.., then PM may rescind this
21 contract immediately in writing and notify tenants of said action. This will also be an
22 allowed breach of tenants Lease if the PM/Agent thinks that the tenants are in
23 Harm's Way or have been unfairly treated.

24 **II. POWER OF ATTORNEY:**

25

26 Owner hereby appoints PM as a Property Manager for the Owner and authorizes
27 said PM/Agent to act for the Owner and in Owner's name FOR THIS PROPERTY
28 ONLY AND ONLY PROPERTY MANAGEMENT AS IT RELATES TO RENTAL AND
29 MAINTENANCE OF PROPERTY, to sign, seal, acknowledge, and deliver leases,
30 agreements and documents as shall be requisite or as said Agent shall deem
31 necessary or proper for the care, management and rental of said real property as
32 provided for in this contract including but not exclusive of the repair, purchase of
33 materials, signing of contracts, transferring liability of utilities for the property into
34 or out of the Owner's name, signing of MLS Listings plus other common duties of a
35 PM with or without owner contact, review, prior approval or consideration. The
36 Owner agrees to indemnify, defend and hold harmless Agent for actions taken in
37 good faith under this Agreement and Power of Attorney. This Power of Attorney
38 shall not give nor will it allow PM/Agent any rights to owner representation to any
39 other property, asset or thing of real value of owners.

40

41 **II. OWNER & TENANT DEPOSITS:**

42

43 Agent will deposit all receipts collected for the Owner (less sums properly deducted
44 as provided herein) in a Trust Account in an institution qualified to engage in the
45 banking or Trust business in Washington State, separate from the Agent's personal
46 account. Agent shall not be held liable in the event of bankruptcy or failure of said
47 depository. Agent shall collect, and disburse tenant's security deposits in accordance
48 with the terms of each tenant's lease and RCW Landlord Tenant Law. Owner grants
49 approval to Agent to collect tenant's security deposits on an installment basis, if
50 deemed necessary by Agent. Any interest earned on tenant security deposits is to
51 be retained by Agent as compensation for administering these funds. Owners MAY
52 NOT request or ask for Tenant Security Deposits held in Trust outside of legal
53 channels, as they are administered by the Agent by law. Agent shall comply with
54 applicable state or local laws concerning the responsibility for security deposits.

55

56 Deposits and Maintenance funds are kept at:

57 Bank of America, 11315 Pacific Avenue So. Tacoma, WA 98445.

58

59 Rent payments are in Operations/Trust Account with:

60 Timberland Bank; 12814 Meridian E., Puyallup WA 98373.

61

62 Interest, if any, earned on Owner funds is to be retained by agent as compensation
63 for administering these funds. Tenant deposits are kept separate from Owners
64 funds and are transferred to Owner's account only when forfeited for repairs,
65 damages, cleaning charges, or liquidated damages. Any tenant forfeited deposits
66 that are not needed to repay owner for damages or past due rents are considered
67 liquidated damages and are then returned to tenant; however, in rare cases these
68 funds are abandoned by tenants or a tenant may not move into the rental. In such an
69 event these funds shall be split evenly between owner and agent.

70

71 Prior to paying owner or putting funds in their account, PM/Agent Accounting

72 Department shall deduct from Owner's funds any commissions due to Agent,

73 eviction fees or costs, Invoices for repair costs or materials, utility charges, taxes,
74 HOA or other owner debts, plus in rare cases a rent refund to tenant, if at Agents
75 sole discretion such is deemed necessary, plus any other legitimate expenses to the
76 property to be paid as an owner debt.

77
78 **IV. AGENT AUTHORITY:**
79

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

- 84
- 85 A. To sign or renew Leases on behalf of owner, and to collect rents and/or any other
86 monies due to owner or PM/Agent for Pet Fees, costs incurred by or damages
87 caused by tenants.
88
 - 89 B. To terminate or cause early cancellation of tenancies, with or without recourse or
90 compensation for owner, if deemed to be in the owners best interest, by the sole
91 discretion of PM/Agent. Example: as in cases where continued tenancy would cost
92 owner additional lost rents and/or damages to the property and where there is little
93 likelihood of collection efforts being effective;
94
 - 95 C. To sign and have served in the name of the Owner such notices as are deemed by
96 Agent as appropriate, including but not limited to Late Notices, Eviction Notices,
97 Inspection of Rental Notice and others as needed;
98
 - 99 D. To institute and prosecute actions for the Owner, such as Evictions and Collections
100 as may be determined by PM/Agent to be necessary in the name of the Owner, by
101 use of a competent Licensed Attorney, or professional Eviction service, of owner's
102 choice or PM/Agent's choice if none is given by owner in writing and at the sole
103 expense of owner in either case.
104
 - 105 E. To attempt to recover rents through barter, trades and/or other valuable
106 consideration on behalf of owner where owner may not profit in any other way and
107 when expedient; to settle, compromise, and/or give early release of tenants from a
108 lease or eviction proceedings, or such actions as law suits, eviction proceedings or to
109 reinstate such tenancies if and when deemed by the sole discretion PM/Agent to be
110 in the best interest of owner.
111
 - 112 F. Owner agrees that Agent assumes no liability for monies that are uncollectible or for
113 any damages, clean up or other costs what so ever related to the management of the
114 property.
115

116
117 **V. AGENCY DISCLOSURE:**
118

119 Washington State law requires Real Estate Licensees to disclose to all parties to whom the
120 Licensee renders Real Estate brokerage services whether the Licensee represents the
121 Owner/Lessor, the Tenant/Lessee, both the Owner/Lessor and Tenant/Lessee, or neither.
122 You are advised that the Property Manager and Agent signed on this document represents
123 the Owner/Lessor. The Owner hereby acknowledges receipt of the Agency Disclosure
124 pamphlet entitled, "The Law of Real Estate Agency."

125 **VI. ACCOUNTING & OWNERS FUNDING:**

126
127 Agent shall account to the Owner for all receipts and disbursements on a monthly
128 basis. As required by law, a W-9 form shall be filled out by Owner. For year-end
129 accounting the owner shall receive a 1099 Misc. form showing gross receipts, by
130 mail no later than January 31st for the previous year.

131
132 During the existence of this agreement, Agent shall make all mailings to the Owner
133 at the last known address provided to the Agent by the Owner. It shall be Owner's
134 responsibility to provide Agent or Accounting* with Social Security Number or Tax
135 Identification Number to be used on the 1099 form and to check the 1099 for
136 accuracy of said number on receipt.

137
138 **Update:** new free online password protected accounts are now available for all
139 owners, where you may review your current status, funds paid in or paid out, repair
140 invoices or changes etc. you may contact Accounting for information about this.

141
142 ****FUNDING OWNERS ACCOUNT:**

143
144 **Owner(s) accounts shall be funded by**
145 **the 15th of each month!**

146
147 **Exception:**

148
149 Unless a tenant pays late. In such cases a legal **3-Day Notice to Pay or Quit** shall be
150 served personally and handed to a tenant or Posted to their door if they do not
151 answer, plus also a copy mailed to them by US Postal Service as soon as possible
152 after the 5-day Grace period, with a Fee of \$35 to \$65 incurred. The amount of Fee is
153 dependent on time of day, weekend or if on a Holiday on which service was
154 provided, to be followed by Court action for a **10-Day Unlawful Detainer** and then
155 a **Writ of Restitution** delivered by the Sheriff, if needed, with his physical eviction.

156
157 **Example of typical acceptable tenant payment:**

158 If tenant pays by the 5th with a personal check, it can take 7-10 days to clear that
159 check and a day or two for processing..., which should make cleared funds available
160 and deposited into owners account or a payment check disbursed between the 12th
161 and 15th of each month.

162
163 **VII. PAYMENTS FOR OWNER:**

164
165 Owner agrees to give advance written notice to the Agent if Owner desires that the
166 Agent make payment, out of proceeds from the premises, for general taxes, special
167 assessments, fire or any other insurance premiums, condo or HOA association fees
168 or other recurring fees. In no event shall the Agent or Agency be required to
169 advance its own money in payment of any owner debts or payments whether
170 provided for herein or not unless Owner shall have provided sufficient funds to
171 cover said payments. Any monthly income collected from the property by Agent
172 shall be first applied to current expenses including Agent's fees or unpaid past due
173 amounts which may be charged against Owners account for services rendered,

174 unpaid utilities or other debts and/or Liens on property as deemed necessary at the
175 sole discretion of Agent. In no event, shall the Owner place the Agent in jeopardy of
176 having a negative balance in the Owner's account. Upon notification by the Agent to
177 the Owner of a need for monies, Owner shall forward said monies within three (3)
178 working days of said notification. Owner further agrees to assume full
179 responsibility for any late charges, collection costs or foreclosure actions resulting
180 from late payment or nonpayment of any item under this agreement should Agent
181 be unable to make said payment due to insufficient funds on hand, lack of income
182 from property, because of non delivery or delay of mail or for any other reason
183 beyond control of Agent. Agent may also use rent monies if needed.

184

185 **Owner instructs that Utility expenses shall be paid as follows:**

186

187 **Owner pays:** Electric ___ || Water ___ || Garbage ___ || Sewer ___ ||

188 Natural Gas ___ || Cable ___ || Other _____.

189

190 **Tenant pays:** Electric ___ || Water ___ || Garbage ___ || Sewer ___ ||

191 Natural Gas ___ || Cable ___ || Other _____.

192

193 **VIII. REPAIRS & MAINTENANCE :**

194

195 **Basic or Emergency Maintenance:**

196

197 Owner agrees to maintain a minimum sum of not less than **\$200 per rental unit**, or
198 as negotiated for a Multi-plex complex, with the Agent to cover most basic or
199 Emergency needs.

200

201 Owner hereby authorizes Agent to make all Basic or Emergency repairs,
202 maintenance, replacements, and purchases necessary to keep the improvements
203 upon said rental property in a tenantable condition as necessary to comply with the
204 Landlord-Tenant Act of the State of Washington. Owner hereby approves repairs as
205 needed and will pay for such in a timely manner.

206

207 If owner wishes to be called* before an Emergency or Basic Repair is mitigated,
208 owner will assume all responsibility, cost and liability for any loss to personal
209 property, law suits brought about by tenant for their damages plus any civil suit
210 charges and penalties which could be levied by authorities for breach of the
211 Landlord Tenant Law, HUD and/or Fair Housing rules and regulations which protect
212 the tenant health and safety. **Owner must initial here to be called:** _____

213 * If left blank or crossed out then PM/Agent will not be required to contact owner.

214

215 **Beyond Basic Maintenance:** These are repairs which are normally above \$200 per
216 unit. These are maintenance or repairs that may be requested by tenant or
217 recommended by Agent to keep the rental property in good repair.

218

219 **Owners approval of repairs:** Agent will attempt to obtain owners approval and
220 funding of any repairs that are above \$200, either by phone, email or letter but will
221 NOT DO ANY MAINTENANCE OR REPAIRS ABOVE \$200 WITHOUT OWNER(S)
222 EXPRESS WRITTEN PERMISSION. Email IS AN ACCEPTABLE MEANS OF NOTICE.

223 **Exception:**

224

225 If owner cannot be contacted soon enough and if the repairs are urgent to stop
226 ongoing damage, or that may cause liability issues against owner or Agent, or loss of
227 value to owner. Owner authorizes Agent and assume any and all fees or costs
228 incurred, without specific owner approval to contract, bargain and negotiate with
229 Agent's choice of 3rd party repairmen to perform such maintenance as deemed
230 needed, with Agent's choice of vendors*, at the sole discretion of Agent.

231

232

233 -----
*If owner has a preferred repairman, owner must so signify below.

234

235 **OWNER'S REPAIRMAN:** _____ name.

236

237 Repairman's contact phone: _____ with area code.
238 -----

239

240

Added Management Fee:

241

242 To stand in on owner's behalf; to review, monitor, inspect before and after work; to
243 negotiate with Vendors and Merchants for the best price/costs; with involvement as
244 needed, your PM Agent will add an Extended Management Fee of 10% to any repair or
245 maintenance work done. Agent may at times receive some small consideration from a
246 vendor as a gratitude, which is not offered to owner.

247

PAYMENT BY OWNER:

248

249
250 Owner agrees to expedite, unless otherwise agreed on by mutual consent, any monies
251 required to cover repair, maintenance or other expenses to PM Agent immediately upon
252 request. Owner hereby acknowledges and accepts all liability and responsibility for any and
253 all expenses relating to the property including but not limited to any legal costs incurred by
254 the Agent on Owners behalf. Owner authorizes PM Agent to use best judgment in handling
255 any repairs and maintenance as needed which is in the best interest of the Owner's real
256 property and improvements. Appliances must be maintained in good order at cost to owner
257 when rental is occupied by a tenant, per RCW Washington State Landlord Tenant Law.
258 Owner will not require tenant to pay for repairs unless it can be proven it was caused by
259 tenant abuse.

260

IX. LIABILITY:

261

262

263 Owner agrees to not hold BCI Properties, LLC, it's Agents, owners, employees and/or
264 workers liable or legally responsible for any errors, mistakes or damages of any kind which
265 may be caused by a Vendor, repairman or a company who is hired to do repairs on behalf of
266 the owner since these are independent contractors/workers and not employees of Agent.
267 PM Agent will attempt to obtain vendor cooperation for warranty work. Agent shall not be
268 responsible for damage to the tenant's property or personal injury from any cause
269 whatsoever, unless such damage was caused by the negligence of the Agent as Landlord. By
270 Washington State RCW Law, Agent as Landlord MUST abide by the following lawful rules
271 and regulations and owner shall cooperate with Agent as needed without malice or delay.

272

273 Reference; www.atg.wa.gov/landlord-tenant.aspx

274 **X. Landlord Responsibilities**

275

276 The owner(s) have read this section and have been informed that this is just a small part of
277 the Washington State Landlord Tenant Law. The Property Manager is held liable and could
278 be sued for negligence or for not following the law. Chapter 59.18 RCW Quoted in part.

279 See Landlord/Tenants Booklet at: http://bcirent.com/docs/landlord_tenant_booklet.pdf

280

281 **The Landlord Shall:**

282

283 1. Maintain the premises to comply with all state and local statutes and codes that affect
284 tenant's health and safety.

285 2. Maintain all structural components.

286 3. Keep common and shared areas clean and safe.

287 4. Provide for control of insects, rodents and other pests, except when caused by tenant. (In
288 single family residences, landlord does not have to control infestations that occur during
289 tenancy.)

290 5. Provide tenant with adequate locks and keys.

291 6. Maintain all electrical, plumbing, heating and other facilities supplied by landlord.

292 7. Maintain dwelling in a weather tight condition.

293 8. Provide garbage cans and arrange for waste removal (except for single family
294 residences).

295 9. Provide adequate heat, water and hot water.

296 10. Provide the name/address of the person who is the landlord either by statement or in
297 the rental agreement or by notice clearly posted on the premises.

298 11. Notify tenant immediately of any change of landlord by certified mail or by updated
299 posting.

300 12. Name an agent who resides in the county where premises are located if landlord lives
301 out of state.

302 13. It is a crime for the landlord to know about drug-related activity and not commence an
303 unlawful detainer action and/or notify police.

304 14. Provide smoke detectors + ensure they work properly when a new tenant moves in.

305 15. Set water heater at 120-degrees for a new tenant.

306 16. Provide a receipt for fees or deposits charged to hold a dwelling and give a written
307 description of the conditions under which the deposit may be returned.

308

309 **XI. SERVICE CONTRACTS:**

310

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

317

318 **XII. EMPLOYEES & VENDORS:**

319

320 Owner authorizes Agent to hire, fire, discharge and supervise any and all labor,
321 service providers, vendors or workers as required for the operation and
322 maintenance of the rental...but only as approved by Owner as seen under
323 Maintenance Section VIII above. Agent shall not be held liable or responsible for any
324 acts, defaults or negligence of workers, or as hired directly by Owner.

325 **XIII. TAXES:**

326

327 If Owner desires taxes to be paid by Agent, Owner shall provide Agent with proper
328 tax numbers and documents so that all taxes due can be paid from the Owner's
329 account to the required agencies and government bodies. All forms shall be in the
330 Owner's name and taxes shall be paid from his account on his behalf to tax agencies.
331 If monies are not available to the Agent at the time that taxes are due, then Owner
332 shall be liable and pay for such tax and resulting late charges or fees.

333

334 **XIV. ADVERSE OR LEGAL ACTIONS:**

335

336 Any adverse financial or legal actions, such as **Foreclosure proceedings**, Notice by
337 City or County or other Legal entity to fix or clean up the property, which is levied
338 against the property or Owner(s) of the property that is not part of, nor caused by
339 the PM Agent of the property shall be grounds at Agent's sole discretion for
340 immediate cancellation of this contract. These acts include but are not limited to
341 such things as such as communication by Owner(s) with the tenant in which tenant
342 is put in or made to feel as though they are put in "harm's way", or if PM Agent is in
343 any way harmed or threatened by such action.

344

345 **XV. SAVE/HARMLESS:**

346

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

352

353 **XVI. LIMITATION OF LIABILITY:**

354

355 Agent shall be responsible only for damages caused by Agent's gross negligence,
356 recklessness or intentionally damaging conduct. In no event shall Agent be
357 responsible for damages caused by good faith business decision even if, in
358 retrospect, such decision proved to be imprudent or wrong. Agent shall bear no
359 responsibility for the acts of tenants or third party vendors, contractors or service
360 providers regardless of whether or not hired by Agent. Owner agrees to indemnify,
361 defend and hold agent harmless for actions taken by Agent in good faith on Owner's
362 behalf. Agent shall at all times attempt to protect owner's rights and property.

363

364 **XVII. INSURANCE:**

365

366 Owner acknowledges his/her responsibility for adequate insurance coverage for the
367 property and for any liability as described in "Save/Harmless" paragraph.

368

369 Owner agrees to notify Agent of the name of the insurance company, agent, phone
370 number and the policy number. Owner also agrees to notify Agent of any change in
371 insurance companies and/or Agent. As an owner of rental property, Owner
372 acknowledges his responsibility to maintain insurance at all times on the property
373 both for loss and liability, and to protect the Owner's agent in the event of a lawsuit.

374 **BROKERAGE INSURANCE IN COOPERATION WITH OWNERS INSURANCE:**

375

376 **AGENCY INSURANCE:**

377

378 BCI PROPERTIES, LLC has insurance as required by law, but must also be named as
379 an “Additional Loss Payee” for Liability only, minimum \$300,000 coverage on
380 Owner’s Home Insurance Policy. All such insurance policies shall provide evidence
381 that the Agent shall receive thirty (30) days written notice prior to cancellation of
382 the policy.

383

384 **XVIII. PROPERTY INSPECTIONS:**

385

386 BCI Properties, LLC – Scheduled Inspections: PM Agent shall drive by all rental
387 properties whenever possible to look for any visible exterior evidence of misuse or
388 abuse, and Agent will schedule a “48 Hour Notice of Inspection” whenever Agent
389 sees a need to do so. If there is any reason to believe a need for an extra inspection,
390 then the Agent shall perform that duty within reason.

391

392 **XIX. Owner Inspections:**

393

394 By Law, owners must notify Agent and/or tenant if he/she desires to inspect the
395 property and is required to give the Tenant 48 hours written notification prior to
396 the inspection and tenant must have time to acknowledge appointment or provide
397 an alternate appointment. Property shall not be entered (except with Tenant’s
398 written permission) unless the Tenant is present and proper notices have been
399 served, as required. Owner agrees to not inspect or enter property without Agent
400 involvement or knowledge in advance.

401

402 **XX. Property Management Fees:**

403

404 **Pet Fees:**

405

406 All pet fees shall be given to owners without any property management fee or
407 compensation given to or for PM Agent for this service. Owner approves and agrees
408 that these deposits may be made in payments by tenant if deemed necessary by PM
409 Agent to assist tenant to obtain housing.

410

411 **Miscellaneous Fees:**

412

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

417

418 **AGENCY FEE:**

419

420 In addition to other fees, the owner hereby agrees to pay BCI Properties, LLC a
421 property management fee, per chart below.

422

1. Set-up fee	NO FEE!	To set-up an account takes time and effort, many companies charge a onetime setup fee, which we stopped doing.
2. Management Fee* , 4-12 rentals 13-30 rentals..... 30 - 40 units.....	9% 8% 7% 6%	If we do not collect the rent, you do not pay. *This fee is for collecting rent, accounting services, managing trust accounts, making collection calls as needed, Ad posting to free marketing websites and updating owners as needed. Maintenance, Eviction and Occasional fees as seen above are added cost to owner. *Note, the properties do not need to be in one place together. There will be other terms and conditions that will apply and fees are subject to change, all dependent on negotiated contract. If owner has over 40 units/doors collectively, we will negotiate.
3. Leasing Fee	25%	Of 1 st month's rent, each time a <u>new</u> tenant is obtained, not upon Renewal. Offsets Advertising/overhead.
4. Owner's "Trust Fund"	\$200	These funds are for Emergency Maintenance needs, and can be used to pay day-to-day operating expenses, making sure that services are performed promptly and bills are paid in a timely manner. A reserve of \$200-\$500 is normal for single family properties. Multi-family is negotiable.
5. Lease Renewal	NO FEE!	To offset time/costs of renewal efforts.
6. Vacant Property	NO FEE!	We do not charge a fee to manage and watch a vacant property. There is optional fees to clean and upkeep vacant property. Fee only if work done....
7. Notices and Legal Docs (Tenant)	NO FEE!*	*This is a Fee charged to tenant. If a tenant does NOT pay these Fees..., then the owner then must pay these. Then they are sent to a Collection Agency as we attempt to recoup the owners money.
8. Annual Administrative	NO FEE!	A Year end charge of \$25.00 is assessed by some companies to each property to cover preparation of annual statement and records.
9. Property Inspection	NO FEE!	We do a photo and walk through inspection annually, plus drive-by inspections during the year which can trigger a Spot Inspection.
10. Eviction Costs	\$45-\$900 *Estimated average.	Fee for serving notices, dealing with attorneys, court appearances, evictions, etc. Process Servers and other hourly rates are typically \$35-\$50 while a fee for the whole eviction process usually comes in between \$200-\$1,100 (plus court costs). We use Landlord Services, Inc. as our eviction service.
11. Early Cancellation Fee	NO FEE!	It's that simple. We just need a 30 day notice in writing if the <u>rental is vacant with no approved applicant</u> . EXCEPTION: If we have rented the property, then the cancellation fee is \$500, but only if cancelled prior to expiration of our one year agreement. After expiration of this contract then this contract is extended on a month to month basis.
12. Unpaid Invoice fee	1.5%/mo	This is added each month to all unpaid owner invoices that are past due. Money owed by owner which has gone unpaid to PM.
13. Bill payment fee	NO FEE!	Regarding payment of mortgage, insurance, HOA dues, etc. We do not charge a separate fee; some others don't even provide this service.
15. Maintenance/repairs	0%-10%	When repairs and maintenance is needed, we are "hands on" with supervision of the task needed. We negotiate with vendors for the best price and terms. See Section VIII.

423 **Default of Deposits:**

424

425 Should Tenant default and not move into the rental as agreed, with no damages to owners
426 property, then deposits that are forfeited shall become a Fee and will be split evenly
427 between Agent, who must do additional paperwork and new advertising, and Owner.

428

429 **XXI ADVERTISING:**

430

431 NO Fee or cost up front. Only when we collect the first month of rent, then we will assess a
432 one-time 25% fee to offset costs of our costs of advertising and management. We post
433 advertising online on the MLS / NWMLS, www.BCIrent.com, www.Craigslist.org and
434 www.Homesandproperties.com plus online advertising at other websites such as Postlets,
435 AHRN/Military Relocation Center and up to 13 other websites we are Syndicated with.

436

437 Optional advertising is available if owner wishes to pay for these sources. Newspapers and
438 hard print such as Tacoma News Tribune, Homes and Condos For Rent magazine, Little
439 Nickel, Ft. Lewis Ranger, McChord Airlifter and others.

440

441 **XXII. DEFAULT IN RENT:**

442

443 If a Tenant has become delinquent in rental payments and it is deemed necessary by PM to
444 proceed with an Unlawful Detainer Action to be filed in Court, or Eviction, the Owner
445 requests the Agent to contract the legal service currently being used by the Agent. Owner
446 acknowledges that said legal expenses shall be the financial responsibility of the Owner and
447 that any costs and fees are their responsibility. Owner agrees to pay for any and all costs of
448 Eviction; Notices related to the rental and authorizes Agent to turn these costs over to a
449 collection agency for collection. Agent assumes no responsibility for any loss or cost, except
450 for cooperating with the attorneys and collection agencies for the collection of the monies
451 owning the Owner.

452

453 **XXIII. DELINQUENT MONIES:**

454

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

464

465 **XXIV. DAMAGE TO PROPERTY:**

466

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

471

472 **XXV. RENT TO OWN OPTION:**

473

474 If you wish BCI Properties, LLC to offer a Rent-to-Own Option to your renter/tenant, terms
475 & conditions are to be spelled out on a NWMLS Form-75 Addendum which is attached to the
476 Lease and must include a Purchase and Sale Agreement on a NWMLS Form-21 signed by the

477 tenant/buyer and seller. Consideration for owner/seller must be established to make these
478 legal documents and they must be notarized. Sale is a "Cash" sale, not contingent or
479 dependent on tenant obtaining financing.

480
481 **Example:** Typically Agent will, on owner's behalf, add \$200 a month payment to the rent
482 and this becomes a Non-refundable consideration for owner taking the property off the
483 market during the term of the Tenant Lease. Owner will add \$200 a month in credit on
484 tenant behalf to apply to the down payment or closing cost for tenant, thus tenant will
485 receive \$400 a month in total credit upon closing. Should for "any" reason, the Option is not
486 exercised by tenant and the sale does not close, then owner is NOT obligated to refund the
487 consideration paid by tenant which was part of tenant's rent, nor shall owner pay the credit
488 which was to be given to tenant if Option was exercised. The tenant simply paid a higher
489 rent as Lease/Option in consideration of the property being held in trust for tenant.

490
491 **Note:** If not desired, cross out this section entirely.

492
493 Sale Price set at: \$_____ Only good for term of Lease/Option.
494 *Additional terms to be negotiated at time of offer.

495
496 Lease/Option Term approved by owner: 2 years | 3 years | 4 years | 5 years | other_____
497 *Circle option.

498
499 **XXVI. ATTORNEY FEES & LITIGATION COSTS:**

500
501 If a disagreement occurs between the parties who signed below to this agreement for any
502 reason whatsoever, which results in litigation or court action, then the party prevailing in
503 the litigation shall be compensated by the losing party for attorney fees, court costs and any
504 other reasonable fee incurred including but not limited to re-key costs, securing of
505 abandoned building or collection costs to recover such fees.

506
507 **XXVII. OWNER RIGHT TO RENT, FORECLOSURE & CANCELLATION:**

508
509 In order to safeguard the rights of tenants, the Owner signifies under penalty of perjury that
510 he/she has the legal right to rent, sell or otherwise dispose or rent or lease the subject
511 property herein referred to. Furthermore Owner signifies that this property is not in danger
512 of foreclosure, is not late on payments to their Lien Holder (if applicable) and that if the
513 mortgage or note payments become late more than 30 days, then Owner will notify Agent.

514
515 **EARLY CANCELLATION:**

516
517 There is NO Fee or Cost if we do not have your property rented or an approved applicant
518 yet. It's that simple. We just need a 30 day notice in writing if the rental is vacant with no
519 approved applicant.

520
521 **EXCEPTION:**

522
523 If we have rented the property, then the cancellation fee is \$500, but only if cancelled
524 prior to expiration of our one year agreement. After expiration of this contract then this
525 contract is extended on a month to month basis with just a 30 day written notice to cancel.

526
527 **XXVIII. ADDENDUMS:**

528
529 All of the following Attachments and Addenda are indicated below are incorporated herein
530 as though fully set forth at length. Please check each that apply to you property, if you do
531 not have one of these forms they are on our web, or just ask. Those forms already checked

532 are required. If your property is older than 1977 then you must download our Lead Form
533 and return it also. If you have CC&R's or HOA Restrictions, we must have a copy of that for
534 our tenants. The 1099 Tax Form is also a download on our website at: www.BCIrent.com or
535 we can send these to you if you prefer in the mail.
536

537 **XXIX. FUNDING OWNERS ACCOUNT.**
538

539 In order to insure that you receive funds as fast as possible, so that your Mortgage Lien
540 Holder or HOA payments are made in a timely manner, we recommend you make payments
541 one month ahead, so if a tenant is late or does not pay, your payments will not also be late.
542 Mortgage, Condo or HOA payments are made when checks are cut mid-month for the
543 following month whenever possible.
544

545 **XXX. MORTGAGE PAYMENT and OTHER OPTIONS:**
546

- 547 1. If you wish PM/AGENT to make your Mortgage Payments, you will need to sign a
548 Letter of Authority, which will allow BCI Properties, LLC to communicate with your
549 Lien Holder.
550
551 2. Do you wish PM Agent to make your Mortgage Payments. Initials: _____ if yes.
552
553 3. Have you obtained and signed the Letter of Authority: Circle one: YES / NO
554 *If you have circled NO .., then we will not be able to pay your mortgage for you.
555

556 Mortgage Company: _____
557

558 Loan #: _____
559

560 Address of company: _____
561

561 Payment Amt. \$ _____

562 Mortgage Company Phone: _____ Tax Parcel #: _____
563

563 Mortgage Company Contact Persons name: _____
564
565

- 566 4. Do you wish Agent to make your Homeowner Association Payments.
567 Initials: _____ if yes.
568

569 HOA/Condo Assc. Acct #: _____

570 Name of association: _____ Their Phone: _____

571 Name of Contact Person: _____
572

573 Address of Association or HOA: _____

574 Payment Amt. \$ _____
575
576

577 **XXXI. PAYMENT TO OWNERS - OPTIONS:**
578

- 579 1. Send proceeds to you at your home by check. Initials: _____
580

- 581 2. Send proceeds to your Bank electronically. Initials: _____
582

583 ***Recommended Choice!**

584 Please provide a voided check for ACH Deposit:
585
586 () Savings () Checking at: _____ (Bank name)
587
588 Branch Address: _____
589
590 Account Number: _____ (or provide a voided check)
591

592 **XXXII. PROPERTY INFORMATION:**

593
594 **Desired Lease Term:** () One Year | () Monthly | Other*: _____
595

596 *If over one year a Notary must attest to all signatures, see attachment if so.
597

598 **Preferred Rent Amount:** \$ _____ **Lowest Acceptable Rent:** \$ _____
599

600 **Deposit:** \$ _____ Other: \$ _____
601

602 **Pierce County Sewer** – Owner pays; _____ Tenant pays: _____
603

604 **Security system monitoring** – Owner pays; _____ Tenant pays: _____
605

606 **XXXIII. RESTRICTIONS**

607
608 **Pets allowed:** () No () Yes
609

610 Pet Restrictions if allowed: _____
611

611 Pet Fee: \$ _____
612

613 PET POLICY - if allowed:
614

615 Cats: ___ Allowed. ___ Not Allowed.
616

616 Dogs: ___ Allowed. ___ Not Allowed. Restrictions: _____
617

618 Please note any concerns/other restrictions: _____
619

620
621 **SMOKERS:** () No () Yes
622

623 **SECTION-8:** () No () Yes
624

625 **XXXIV. DETAILS ABOUT PROPERTY**

626
627 Style of Home/Apt: _____ Sq. Ft: _____ Year Built: _____
628

629 School District: _____ Lot size: _____
630

631 () HOA or Association.: _____ (Attach copy of CC&R's)
632

633 **Bedrooms:** #____ **Baths:** () Full () ¾ () ½ () Jetted tub ()
634
635 **Rooms:** () Rec-room () Family Room () Den () Office () Sun Room () Other
636
637 () Formal Dining Room () Living/Dining Combo () Laundry room
638
639 **Kitchen:** () Large () Eating Space in Kitchen () Nook () Updated
640
641 () Electric Stove () Gas Stove () Jenn-Aire () Microwave
642
643 () Refrigerator () W/Icemaker () Freezer () Dishwasher
644
645 () Garbage Disposal () Trash Compactor () Other: _____
646
647 () Washer/Dryer () W/D Hookups () Gas Hookups
648
649 () Warranties in effect – copies attached.
650
651 **Heating system:** () GFA () EFA () Oil FA () Propane FA () EBB
652
653 () Electric in Wall Heaters () Other: _____
654
655 *Owner Preferred Heating Contractor: Yes: _____ No: _____ If yes, please provide:
656
657 Name of Company or person and phone: _____
658
659 **Water Heater:** () Gas () Electric () Other _____
660
661 **Laundry Room:** () Inside () In Garage () Shared-free () Coin operated
662
663 **Basement:** () Finished () Unfinished () Other Info: _____
664
665 **Garage:** #____ Cars + () RV Garage () RV Parking () Attached () Detached
666
667 () Automatic Opener _____(brand) #___ Remotes (leave in kitchen drawer)
668
669 **Carport:** #____ Cars + () Off- Street Parking () Alley Parking () Parking Lot
670
671 **Landscape/Yard:**
672
673 Lawn care provided by: Tenant_____ Owner: _____ (check one)
674
675 () Fenced: () Full () Back () Partial () Wood () Chain Link
676
677 () Patio () Deck () Wood () Concrete () Covered () Terraced
678
679 () Sprinkler System Location of controls: _____
680

681 () Winterizing Instructions Attached () Backflow Device Tested
682
683 **Septic Tank:** Last Pumped: _____ () Diagram of Location Attached

684
685 () Sewage ejection Pump Location of Pump Alarm: _____

686
687 **Amenities:**

688
689 () Drapes/Blinds () Throughout () Partial () Security system

690
691 *If monitored;
692 () Monitored by: _____ Phone: _____

693
694 Security Company Address: _____

695
696 Location of Alarm Box: _____ Panic Alarms: _____

697
698 Location of Key Pads: _____ Master Code: _____

699
700 () Hot Tub () Jetted Tub () Sauna () Swimming Pool;

701
702 () Maintenance Agreement with _____ Phone: _____

703
704 () Skylights #___ Where: _____

705
706 () Fireplace; () Woodstove; () Pellet Stove; () Insert; () Gas Fireplace;

707
708 *Last Cleaned: _____ by Whom: _____

709
710 () Waterfront ___ft. () Dock ___ft () Boat Launch

711
712 () Pool Table () Equipment #__Balls #__Cues Other: _____

713
714 () Security Gate Remotes #___ Code: _____

715
716 **XXXV. Insurance:**

717
718 Owner is required to have an extended fire policy and minimum of \$300,000
719 liability insurance naming BCI Properties, LLC as an additional insured with interest
720 as Property Managers only on your liability policy. Owners are required to contact
721 their Insurance carrier to add BCI Properties, LLC to their Policy. See section XVII.

722
723 Name of Insurance Company: _____

724
725 Policy #: _____

726
727 Name of Agent: _____ Phone #: _____

728
729 Note: Insurance carriers generally do not raise premiums when making this change.

730 **Nearest Relative or Friend:** _____
731
732 Address: _____ Phone: _____

733
734 Relationship To You: _____
735

736 **XXXVI. Utilities / Keys / Details:**

737
738 Utilities must stay on during vacancies to keep your insurance in effect, to keep
739 pipes from freezing and to make the house more inviting to prospective tenants.
740

741 **When the property is vacant, the owner wishes: *(choose one):***

742
743 Initials: _____ **Utilities to be billed to owner at owner's new address**

744
745 Initials: _____ **Utilities to be billed to Property Manager***

746 *Owner must have sufficient funds deposited in Trust Account, to pay for one month's utilities.
747

748 **Keys:** Owner to provide Property Manager with three keys to each door lock on the
749 property. Two for tenant(s) and one for Landlord access.
750 (By RCW Law Code: All locks/keys must be re-keyed or replaced prior to each new tenant's move-in)

751
752 **UTILITY COMPANIES:**

753 Please provide the following information:

754
755 **ELECTRICITY:**
756 Company: _____ Phone: _____

757
758 **GAS/OIL:**
759 Company: _____ Phone: _____

760
761 **WATER:**
762 Company: _____ Phone: _____

763
764 **REFUSE:**
765 Company: _____ Phone: _____

766
767 **SEWER:**
768 Company: _____ Phone: _____

769
770 **OTHER:**
771 Company: _____ Phone: _____

772
773 **ANY PROBLEMS WITH PROPERTY:** (Ex: pipes freezing in cold weather, light switches etc)
774 _____
775 _____
776 _____
777 _____
778 _____
779 _____
780 _____
781 _____

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

783
784
785
786
787
788
789
790
791
792
793
794

795
796
797 Do you plan to return to your home? (Circle one): Yes or No . If so, when? _____

798

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

800

801 (x) FREE! Account set-up & origination fee (one time)

802

803 (x) \$ _____ Owner Emergency repairs, or reserve Per Unit (\$200.00 Minimum)

804

805 () \$ _____ For Utility Reserve payments/bills

806

807 () \$ _____ For cleaning, carpet cleaning or other requested Repairs

808

809 () \$ _____ Other; _____

810

811 \$ _____ **TOTAL** funds paid to: BCI PROPERTIES, LLC

812

813 **XVIII. OFFICIAL BINDING ACKNOWLEDGEMENT;**

814

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

822

823 This agreement shall be binding upon Owner, Agent and the heirs and/or administrators,
824 executors, assigns and/or successors of the Owner and Agent. This agreement shall
825 continue on a month to month basis after it expires, unless renewed or cancelled by either
826 party. Cancellation requires 30 days advance Notice in advance of cancellation by Owner
827 and/or Owners Agent(s), successors or assigns. BCI/Agency has up to 14 days to produce a
828 final Invoice settlement of Owners account in full with remittance of all deposits, keys and
829 copies of tenant leases etc. upon demand of Owner(s) legal cancellation of this contract.
830 Early cancellation may require a fee to be paid, see cancellation section above.

831

832 I/We hereby signify that I/We am/are the true and registered owner of this property, or
833 I/We have given Power of Attorney to BCI/Agent, or other valid document(s) that allows
834 BCI Properties, LLC and their Agents to act on behalf of the owner(s).

835 **LEGAL NOTICE TO OWNERS:**

836

837 We do all we can to help and protect our owners. There are various laws, regulations and
838 restrictions in many cities that you as an owner should be aware of, such as the requirement
839 to obtain a **City of Tacoma Business License** if you are renting your property for a profit,
840 plus a Provisional Business License may be required. There is also an annual **City of**
841 **Tacoma Inspection** which will ensure that the property does not endanger the health and
842 safety of tenants, which is based on State Legislation that was passed in 2010 that is
843 mandatory on all rental properties. There may be a "side sewer" inspection required, but as
844 of this writing it may not be mandatory. We do not have all the information to supply to you
845 on these and other laws, rules and regulations, but we do try to inform our owners
846 whenever possible. It is the owner's responsibility be knowledgeable about all Laws and to
847 research what is required by City, County, State and Federal governmental bodies. It is the
848 responsibility of the owner of the property to comply with these laws.

849

850 Ask your BCI Agent for a 2 page flyer which has this information on it, or;
851 Contact City of Tacoma for information, www.cityoftacoma.org or; call customer service at
852 (253) 591-5252 or; email: mkoenig@cityoftacoma.org

853

854 **Owner SS Number* - or Tax ID Number:** _____

855 *Required for W-9 tax notification purposes. The Privacy Act of 1974 (5 U.S.C. § 552a)
856 requires us to protect the information we collect from you. We respect your right to
857 privacy. We have always treated the privacy of our customers with utmost importance.

858

859 Property Owner(s) Sign below:

860

861 Owner #-1: x _____ Date: _____

862

863 Printed name: _____

864

865 Home Phone: _____

866

867 Work Phone: _____

868

869 **Cell Phone:** _____

870

871 **Mailing Address:** _____ City: _____

872

873 State: _____ Zip: _____

874

875 Email Addresses to send reports to:

876

877 1: _____ @ _____

878

879 2: _____ @ _____

880

881 Owner #-2: x _____ Date: _____

882

883 Printed name: _____

884

885 Home Phone: _____

886

887 Work Phone: _____

888

889 **Cell Phone:** _____

890

891 **Mailing Address:** _____
892 Agent of BCI hereby attests to owner compliance and signatories, and acknowledges that Broker
893 must review and sign within 5 business days:

894
895 Agent Signature: x _____
896

897 Agent Printed name: _____ Date: _____
898

899
900 Licensed PM/Broker: x _____ Date: _____
901 Donald J. Leske II / Designated Broker / License # 9902

902
903 BCI Properties, L.L.C.
904 10909 Portland Ave., Suite L, Tacoma, WA 98445
905 Phone: (253) 531-1010 | Fax: (253) 531-5358 | Cell: (253) 241-6695

906
907 Company Website: www.BCIrent.com - Home Rentals
908 Company Website: www.HomesandProperies.com - Home Sales



909
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911

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