

Landlord Assistance Agreement

Thank you for choosing our office to assist in the marketing and leasing of your rental property. The information that follows will help you prepare your property for rent. For any additional questions, please contact our office or the agent that you have been working with directly. We look forward to a successful partnership!

Propert	y Address				
•	_	Street	City	State	Zip
		C	hecklist		
1.		Provide PPM (Phoenix Property Man refundable fee.	agement) a Commitme	ent Fee Check of	\$300. This is a non-
2.		Provide PPM with (2) sets of keys for y Number: and HOA Access			cation:; master set for yourself.
3.		Owner agrees to keep utilities on until a name on first day of lease.	a tenant has moved in; to	enant will start util	lity service into their
4.	Owner agrees to have: 1) All smoke detectors are in working order; 2) A smoke detector is available each floor as require by law; 3) HVAC filter(s) are changed (leave a few extra behind); 4) Have a camonoxide detector installed, if there is not one. This is required by law.				

Phoenix Realty of Wake County, Inc.

Property Owner's Information & Property Profile

Property Address:		_ City:	Zip:	County
Owner Name(s) on Deed:				
Owner Name for 1099 (1 only):				
Address:				
Phone: (H)				
Email:				
Email 2:				
If Tenant, please provide Name:				
Availability: Date				
Property Profile:		, , , , , , , , ,		
Type: □House □Condo □Tow Size:sq.ft. Year Built: _	Roof Type:	Exterior	·Walls:	Stories:
Rent (acceptable range): \$				
Accept subsidized housing? □Yes			•	,
if HOA: Contact Name:		HOA Contact Pho	ne	
Interior: Bedroom(s): Bath(s) _ □Living □Dining □Family □Loft □ □Bkft nook □Laundry □ Study Ot Smoke Detector: # Carbon Monoxide Detector: # Alarm System? □Yes □No Alarm Alarm Service F Appliances included: □Refrigerat □Dishwasher □Trash Compactor □Garbage Disposal □Washer/Drie Stove: Gas/Electric, A/C: Wall/ Central Heat Source: □Gas □El Water Heater: Gas/Electric □Other	Exterior: □Yard □Deck □Patio □Fence Other: □Pool □Lake; If checked, please describe □Storage/Shed Parking: Street _y / n Assigned space # Car Port # Garage # Others: Smoking allowed? □Yes □No Pet(s) allowed? □Yes □No Breed/wt limits? Maintenance Service Required: □Yard:Service Provider: Contact: Frequency: □Gutter:Service Provider: Contact: Frequency: □Chimney:Service Provider: Contact: Frequency:			
<u>Utilities included</u> : □Water □Garb □Electricity □Alarm Service □No		LiPool:Service Pro	ovider:Freq	uency:
Other Information:				
By signing this document, I acknowledge that however, warrant an agreement for Phoenix authorized accordingly.				
Property Owner	——— Date	Property Owner		——— Date

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT Long-term Rental Property

Γhis Exclusi	sive Property Management Agreement is entered into by and between
and	Phoenix Realty of Wake County, Inc. ("Owner") ("Owner")
ON CONSIDERATION CONTRACTS WITH CONTRACT WITH CONTRACTS WITH CONTRACT WITH CONTRACTS WITH CONTRA	DERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Agent, and Agent hereby with Owner, to lease and manage the property described below, as well as any other property Owner and Agent may from the agree in writing will be subject to this Agreement (the "Property"), in accordance with all applicable laws and applicable to the terms and conditions contained herein.
l. Property	y. City:, NC
Street Addre Other Descr	ress:ription:
Decome effe NOT LESS THE OTHE TERMINAT AUTOMAT PARTY GI NA DA DA	on of Agreement. This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall be cive on, and shall be for an initial term of lease signed. THAN60 DAYS PRIOR TO THE CONCLUSION OF THE INITIAL TERM, EITHER PARTY MAY NOTIFY ER PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS AGREEMENT, IN WHICH CASE IT SHALL TEAT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO TERMINATED, THIS AGREEMENT SHALL TICALLY RENEW FOR SUCCESSIVE TERMS OF NA EACH UNLESS EITHER IN OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT OF TERMINATE AT THE CONCLUSION OF SUCH TERM. If Owner terminates this Agreement within days of its effective date, Owner shall pay Agent a termination fee of None.
\$Agent may oo Owner. I	Fee. For services performed hereunder, Owner shall compensate Agent in the following manner: A fee equal to percent (%) of gross rental income received on all rental agreements, or per month, whichever is greater. Other (describe method of compensation): 1 Month's Finder's Fee with \$300 upfront non-refundable fee. deduct Agent's Fee from gross receipts and collections received before remitting the balance of the receipts and collections Note: No fees may be deducted from any tenant security deposit until the termination of the tenancy. Thereafter, any fees
lue Agent fi	from Owner may be deducted from any portion of the security deposit due to Owner.
imited to, for the comment fee	Fees: Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but no fees to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late es and/or returned check fees, such fees, when collected by Agent, shall belong to Phoenix Realty of Wake County, Inc. (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected sbursed in accordance with paragraphs 9 and 10 of this Agreement.
(a) (b) (c) (d)	ity and Responsibilities of Agent: During the time this Agreement is in effect, Agent shall: Manage the Property to the best of Agent's ability, devoting thereto such time and attention as may be necessary; OFFER THE PROPERTY TO THE PUBLIC FOR LEASING IN COMPLIANCE WITH ALL STATE AND FEDERAL HOUSING LAWS, INCLUDING BUT NOT LIMITED TO, ANY STATE AND FEDERAL LAWS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN HANDICAP OR FAMILIAL STATUS; Use Agent's best efforts to solicit, secure and maintain tenants, including the authority to negotiate, execute, extend and renew leases in Owner's name for terms not in excess of
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North O Owner EOUAL HOUSING

Agent v	b Coo vill p ketin lority place sub Age Pro- noti	operate with subagents representing only the Owner and offer them the following compensation: Up to \$300 to be paid by Phoenix Realty of Wake County, Inc. Soperate with tenant agents representing only the tenant and offer them the following compensation: Up to \$300 to be paid by Phoenix Realty of Wake County, Inc. Soperate with and compensate agents from other firms according to the attached company policy. Soromptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above. Ing. Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including to: (Check ALL applicable sections) Cee "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs. Somit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of ent's associates participates and to furnish to such listing service notice of all changes of information concerning the operty authorized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to iffy the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, oraisers and real estate brokers.
⋈	adv exte disp Age	vertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the ent and in such manner as Agent may decide. play information about the Property on the Internet either directly or through a program of any listing service of which the ent is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing vice of which the Agent is a member or in which any of Agent's associates participates to display information about the
	adv exte disp Age serv Pro	ent and in such manner as Agent may decide. play information about the Property on the Internet either directly or through a program of any listing service of which the

	sec	tions):
		☐ The address of the Property
		☐ Automated estimates of the market value of the Property ☐ Third-party comments about the Property
		Time-party comments about the Property
8. Re	espons	ibilities of Owner: During the time this Agreement is in effect, Owner shall:
	(a)	Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of tenant leases or any local, state or federal law or regulations, including but not limited to NC General Statutes Section 42-42, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
	(b)	Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of LIBOR+2% percent (%) per month on the amount of any outstanding balance thereof not paid to Agent within 30 days of Agent's written request therefore;
	, ,	NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THOSE LAWS AND REGULATIONS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS IN THE LEASING OF THE PROPERTY;
	, ,	Carry, at Owner's expense, commercial general liability insurance (including products and completed operations coverage) against any and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, which policies shall be written to the extent allowable so as to protect Agent in the same manner as Owner and which shall be in the minimum amounts of \$_NA for each injury or death of one person in each accident or occurrence, and \$_NA for property damage in each accident or occurrence; and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request; (Name of insurance agent:
	(e)	Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent; and
	(f)	1. Provide smoke & CO detectors on each floor as required by NC law and replace batteries at beginning
		of each new tenant. 2) agree to perform the work necessary to make the home at minimum habitable with
		occupancy within 30 days after tenant vacates
law to Agen and lo previo Secur	secur t requir can ass cusly n ity De	Security Deposits. Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by re tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the res Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings sociation. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant posits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and fer be administered in accordance with this Agreement.
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		Owner Initials Agent Initials STANDARD FORM 401

If Owner authorizes Internet Advertising as set forth above, Owner further authorizes the display of (Check ALL applicable

- 10. Trust Account Interest. Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to Phoenix Realty of Wake County Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.
- 11. Entry by Owner. Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry.
- 12. Lead-Based Paint/Hazard Disclosure. If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead-based paint and lead-based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead-Based Paint And Lead-Based Paint Hazards" form (NCAR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent.
- **13. Duties on Termination.** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:
 - (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property;
 - (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina;
 - (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;
 - (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and
 - (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.
- **14. Sale of Property.** In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date.
- **15.** Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto.
- **16.** Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.
- 17. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.
- **18. Relationship of Parties.** Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

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Owner Initials _	 	Agent Initials

19. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.
20. Default. If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.
21. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.
 22. Authority to Enter into Agreement; Principal Contact. Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Either
The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control. THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

THE NORTH CAROLINA ASSOCIATIVALIDITY OR ADEQUACY OF ANY PLANT OF THE PROPERTY			
OWNER:			
	(SEAL) DATE	3:	
	(SEAL) DATE	3:	
	(SEAL) DATE	E:	
	(SEAL) DATE	3:	
AGENT: Phoenix Realty of Wake Co	ounty, Inc.		
[Name of real estate firm] BY: Vincent Thai [Authorized Representative]	Individual license #_	213927	DATE:
Real Estate Agency: Phoen	nix Realty of Wake County	, Inc.	
Address: 5108 HWY 55, Durham N	NC 27713		
Telephone: 919-544-0809	Fax: 888-919-2008	E-mail:	Info@PhoenixRealtync.com
Owner:			
Address:			
Telephone:	Fax:	E-mail:	
Social Security/Tax ID#:			
Owner:			
Address:			
Telephone:	Fax:	E-mail:	
Social Security/Tax ID#:		115	
Owner:			
Address:			
Telephone:	Fax:	E-mail:	
Social Security/Tax ID#:		_	
Owner:			
Address:			
Telephone:	Fax:	E-mail:	
Social Security/Tax ID#:		_	
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