

# PROPERTY MANAGEMENT AGREEMENT (PMA)

THIS IS A LEGAL DOCUMENT, IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED.

This Property Management Agreement is signed and executed for the property located at: [Deal.N09FullPropertyAddress] (hereinafter called "Property") between [Deal.N01PropertyOwnerAsItAppearsOnPma] (hereinafter called "Owner") and KEYRENTER TULSA (hereinafter called "Manager"). Owner is employing the services of Manager to manage, operate, control, rent and lease the Property.

- 1. AGREEMENT TERM AND RENEWAL: This Agreement shall be effective as of completion and signing of all parties, and shall be month-to-month following the first ninety (90) days of rent collection. Upon termination Owner shall pay to Manager any fees, commissions, and expenses due to Manager under the terms of this Agreement, which are owing to Manager.
- 2. OWNER: It is agreed and understood that approval by any person listed as "Owner" on this agreement for any action or decision by Manager shall be sufficient to bind all listed as "Owner" hereunder. However, it is agreed and understood that approval by the Primary or any other owner listed on this agreement for any action or decision by Manager shall be sufficient to bind any Owner hereunder. It is also agreed that Owner may not designate any third party to this agreement to authorize manager, change terms, or make any other agreements pertaining to this Agreement or any other agreement solely between Owner and Manager or Manager and any tenant, without prior written approval by Manager.
- 3. SCOPE OF AUTHORITY AND POWERS: Owner hereby appoints and grants Manager actual agency authority to act as agent on behalf of and in the name of Owner in managing, leasing, operating and/or arranging for the lease of the Property and to do any and all lawful things necessary for the fulfillment of this Agreement. Manager is a limited agent of Owner and represents only Owner. Owner acknowledges that Manager has and may continue to develop various policies and procedures to facilitate and assist in the management of Owner's and other properties. Owner hereby grants to Manager the authority to act according to such policies and procedures and agrees that any requests by Owner or their agent to modify such policies and procedures will not be granted by either party without their sole express written consent. Manager shall promote the interests of Owner with the utmost good faith, loyalty and fidelity.

- 4. LEASING: Owner grants Manager full authority and power to advertise the Property and display signs thereon provided such signage is allowable; to rent and lease the Property; to sign, renew and cancel rental agreements and leases for the Property or any part thereof; to serve for the Owner such notices that Manager deems appropriate; to evict Tenant(s) and recover possession of the Property; to sue and recover for rent and for loss of or damage to any part of the Property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits.
- 5. LEASE GUARANTEE: If Manager fails to secure a tenant with a deposit in 14 (fourteen) business days or fewer after all requested documents have been delivered from Owner to Manager, including W9, Owner Property Information Document, Manager will waive Owner's first month of management fees. Lease Guarantee is contingent upon a) property being vacant at the time this Agreement is signed, b) property meeting Manager's condition requirements (known as "Minimum Property Standards"), c) property allowing pets. Manager's threshold for competitive pricing shall be calculated as the mean of 4 (four) or more rental comparables in a 1 mile radius, according to Rentometer, RentRange or GTAR Multi-Listing Service.
- 6. ADVERTISING: Owner agrees to provide Manager with complete property information, details and pricing for Manager's reference and use in advertising the property. All advertising will be at Manager's discretion until a new tenant is secured. Owner grants Manager the authority to use those advertising tools that will, in Manager's opinion, have the greatest ability to secure a tenant for the Property. Advertising tools may include but are not limited to property lists, internet postings, signage, internet web site usage, and networking resources. Manager reserves the right to place a lockbox on the Property. The lockbox code may be available to prospective tenants for viewing the Property without being accompanied by the Manager or Manager's agent so long as Manager has followed procedure to register each prospect with its or its partner system, properly pre-screen and verify prospective tenants, or other methods of verification and/or registration as determined by Manager.
- 7. LEASE ENFORCEMENT: Owner authorizes Manager to perform all necessary and/or appropriate services required when tenant is delinquent with rent or other payments, or otherwise in breach and/or default of any contractual or other obligation. Manager may, without limitation, take the following action(s) on behalf of the Owner: (i) terminate tenancy; (ii) pursue eviction proceedings through the courts; (iii) recover possession of Owner's Property by self-help measures; and, (iv) reinstate tenancy, release claims, and/or

settle lawsuits or disputes. In taking such action(s), Manager shall also be authorized to sign and accept service of process on behalf of Owner in connection with any litigation concerning the Property and/or any related contract(s). Manager agrees to promptly notify Owner of any potential litigation and/or court action that will result in costs to the Owner with the understanding that Owner must approve any action that would result in such costs. Costs may include, but are not limited to late fees, delivery charges, postage/mailing process service fees, attorneys' fees, and accounting fees. Any fees or charges shall be first used to settle unpaid expenses (e.g cleaning, utilities, repair).

- 8. RENTS AND DEPOSITS: Owner authorizes Manager to collect all rents due and as they become due, giving receipts thereof through monthly and yearly statements, and depositing all collected rents in accounts with a qualified banking institution. All security and other deposits shall be held in a Property Management Trust Account. Manager shall control such deposits and refund all remaining deposits to the tenant(s). Manager shall not be liable for bankruptcy or failure of the depository. Manager is not liable for uncollected rents and does not guarantee rents or other rental income. Manager shall attempt to collect unpaid balances left by tenants or other parties through the efforts of Manager, and/or attorney(s), and/or collection agency(s) and where applicable, to add 3rd party collection fees to the total balance owed. Owner understands that collection agencies will retain a portion of balances collected as a fee for their services (typically 30-40%), and that Manager may further retain 30% of balance for its efforts (Without exception, this obligation and section shall survive termination of this Agreement). Manager may also charge default fees to tenant which will be in addition to any funds collected and due to Owner. Monies collected through collection efforts will first be applied to fees, maintenance or repairs, and lastly rent. Owner agrees that Manager will maintain a Trust Account for Rents and Security/Cleaning/Key deposits and may place and combine these deposits in an FDIC -covered, interest-bearing account with interest belonging to Manager.
- 9. ACCOUNT BALANCE & ACCOUNT DEFICITS: Owner agrees to maintain a minimum balance/reserve of Three Hundred Dollars (\$300.00) per unit managed in Manager's custodial trust account which may be used for expenses incurred on the Property. As these funds are used for utilities, maintenance, repairs, and monthly expenses, Manager shall use future rental income or any disbursements due to Owner to replace used reserve funds. Manager shall use future rental income or any disbursements due to Owner to pay for any bills outstanding on the property (utility bills, HOA dues, maintenance invoices, management fees, etc). Should Owner's account not have sufficient funds to cover outstanding bills, Owner agrees to have such outstanding balances paid within 15 days of

being notified via monthly statement or other communication. Should such bills be left unpaid after 30 days of receipt, Manager may notify of such and provide a specified time period for Owner to pay in full. Following this specified period, Manager may draw sufficient funds from Owner's account on file to cover such bills. Manager may further use its own funds or other escrowed funds to lend to Owner's account with an added finance fee of 15% plus ongoing interest of 5% monthly until paid in full. In the event a utility disconnect notice is issued for the Premises, Owner authorizes Manager to pay for the reconnection of utilities using Owner's balance, or if Owner has no balance, to loan to Owner's account such funds plus a processing fee of Thirty-five Dollars (\$35.00) in order to maintain utilities and reduce the risk of damages and liability to Owner.

10. MAINTENANCE AND REPAIRS: Owner authorizes Manager to make or cause to be made all decorating, maintenance, re-keying of locks, alterations and repairs to said Property as reasonably necessary, and to hire and supervise all employees and other labor for the accomplishment of same. Manager shall perform or hire to be performed such maintenance and/or repairs. No expenses shall be incurred for such matters in excess of Three Hundred Dollars (\$300.00) for any single item without the express consent of the Owner, except for monthly recurring operating charges, emergency repairs as may be required because of danger to safety of tenant(s), occupants or the preservation of the Property, or in the event Owner is not reasonably available for consultation, or as outlined in this section.

a. If, in the opinion of Manager, such repairs or maintenance are deemed to be an "emergency" or "High Priority" (i.e. necessary to protect the Property from damage, to prevent damage or risk to life or limb, to maintain services to the tenant, or to comply with applicable laws and other requirements), Manager may proceed with the repair or maintenance without prior notice to Owner, such costs to be charged to Owner. Manager may hire, discharge, and supervise all contractors and vendors hired to service the Property. Manager reserves the right to charge Owner a reasonable administration fee per invoice to coordinate and supervise construction, maintenance, and repair efforts.

b. Habitability: Because of strict habitability and security issues, Manager

requires that after any change of occupancy of tenants, the locks on the Property be re-keyed, carpets be professionally cleaned, and the interior of the Property be professionally cleaned (this also applies when occupancy transitions from Owner to tenant). Manager may designate a third- party professional to perform the cleaning, carpet cleaning, and rekey at Owner's expense (cleaning and carpet cleaning may be charged to tenants between tenancy).

- c. Property Standards: Manager and Owner agree to at all times maintain the Property in a condition which will increase rental and/or property values, reduce vacancy time, and promote higher quality housing overall. These property standards can be viewed at the bottom of this agreement. These property standards are subject to change as required by local agencies and to facilitate improved practices. Manager has the right to refuse to lease the Property should the condition fall below an acceptable level as determined by Manager until Owner agrees to make recommended improvements. d. Exclusion of Home Warranty Companies: Owner acknowledges and agrees that Manager does not coordinate, manage, or facilitate any services or interactions with home warranty companies in connection with the management of the Property. If Owner has or obtains a home warranty for the Property, Owner shall be solely responsible for all coordination, claims, and interactions with such home warranty company. The Manager will not be liable for any delays, denials of claims, damages, or other issues arising from or related to any home warranty, nor will Manager be required to assist in any matters concerning the home warranty or claims.
- e. Normal Wear & Tear Defined: Normal Wear and Tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the TENANTS, their family, or their guests. For the purposes of this agreement, Manager will consider Normal Wear and Tear according to industry standards & company policy, for example: Minimal nail holes used to hang pictures, minor spot painting between tenants, traffic wear in carpet, carpet replacement after 7 years, scuffed hardwood floors, sometimes minor cleaning between tenants, worn toilet seats, re-keying or replacement of worn locks, blind replacement due to sun damage or paint flaking, caulking, and other similar wear and tear maintenance.

11. DISBURSEMENT OF FUNDS: Owner authorizes Manager to make disbursements from Owner's funds for repairs, maintenance, utilities, materials, banking costs, collection fees, legal fees, late fees, deposits, management fees, Owner contributions and draws, and any other disbursements agreed upon herein. Manager agrees to remit to owner all income, less sums paid out. In the case the disbursements and charges shall be in excess of the receipts, Owner agrees to pay such excess promptly and nothing herein contained shall obligate Manager to advance its own funds on behalf of Owner. Owner authorizes Manager to initiate debit/credit entries for payments owed to and from my account on file. Owner

acknowledges that the origination of ACH transactions must comply with the provisions of U.S. law.

- 12. STATEMENTS: Manager agrees to provide to Owner monthly and yearly statements accounting for all expenses, income, management fees, and Owner contributions and draws. Manager will be responsible for preparing annual summary reports referred to as "Year-End Reports" and send them to Owner along with 1099 reports each year for the preceding year. It is understood that manager may hire a 3rd party company to electronically process and distribute 1099 forms.
- 13. COMMUNICATIONS/MANAGER INVOLVEMENT: Owner expressly agrees that Manager shall handle all communications with any tenant and that Owner shall not be entitled to modify any term of the lease agreement (or any other related document signed by tenant and Manager) or make any other oral or written assurances to the tenant without the Manager's approval. Any request by a tenant to an Owner to modify terms of the lease agreement (or any other related document signed by the tenant and Manager) shall be directed to the Manager. Manager shall respond to such requests, and no modification to the lease agreement or any related document between tenant and Manager shall be binding unless approved in writing by Manager. Owner agrees to indemnify Manager for any damages incurred by Manager as a result of a tenant's reliance upon an unapproved modification authorized by the Owner. Violation of this section by Owner allows Manager the right to immediately terminate this agreement and charge a termination fee.
- 14. HOMEOWNERS ASSOCIATION(S): Due to challenges associated with homeowner's associations ("HOA") and their affiliated management companies, Manager shall not be liable for the failure of Owner or tenant to comply with HOA rules, regulations, or covenants codes and restrictions ("CC&Rs") or for any associated fees, costs, or penalties assessed for noncompliance. Manager, however, will work in good faith with the HOA/management company, Owner, and tenant in attempting to comply with HOA requirements. Owner further agrees to notify any governing HOA that Manager is the primary contact for any violation concerns. Owner further agrees to include Manager on any mailings/notices sent by the HOA.
- 15. INSURANCE: Owner agrees to obtain and maintain in full force and effect, adequate property insurance against physical damage and a minimum of one million dollars (\$1,000,000) of general liability insurance coverage against liability for loss, damage, or injury to the Property or persons which might arise out of the occupancy, management, operation, or maintenance of the Property. If Manager is not designated as a "named"

insured in the Owner's Property insurance policy, Owner will then have Manager designated as an "additional" insured in the Property insurance policy on an annual basis. The premiums and any deductible due and payable under the terms of any such Property insurance policy shall be at Owner's sole cost and expense. Owner shall furnish Manager with policy information prior to Manager marketing the Property and Owner also agrees to furnish Manager with any changes in policy and/or insurance carriers. If Manager deems the insurance or insurer to be inadequate to protect Manager's interests, Manager has the right, but not the obligation, to make written demand upon Owner to obtain additional or replacement coverage that will meet Manager's expectations in this regard. Manager agrees to carry at Manager's expense, public/general liability and any other insurance required by law or regulation.

16. INDEMNIFICATION: Owner agrees to indemnify, defend, and hold Manager harmless from all costs, expenses, attorney fees, liabilities, damages, claims, chose in action, injury or death to any person or persons, or damage to any property (personal or otherwise) of, associated with Owners and/or Manager's acts, authority, services, decisions, responsibilities, and/or omissions arising under this Agreement. Manager shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which may be done or not done hereunder, except in cases of willful misconduct or gross negligence. This obligation shall survive termination of this Agreement.

#### 17. MANAGER COMPENSATION:

- a. Management Fee: [Deal.N14MonthlyManagementFee]% of the gross rents and other rental income collected, with a minimum fee of Seventy-five Dollars (\$75.00) per unit per month, as a monthly management fee for each unit that is rented each month subsequently.
- b. Leasing & Renewal Fee: [Deal.N15LeasingFee] for any new leases up to 12 months. When executing leases longer than 12 months, the base of [Deal.N15LeasingFee] plus a proration per additional month will be charged. [Deal.N16RenewalFee] will be charged for each lease renewal.
- c. Setup Fee: A fee of \$100 for each occupied unit may be charged to Owner for setup, processing, and transitioning of the tenant to Manager's systems and procedures.

#### d. Additional Services:

i. Lease-to-Purchase Contract: 3% of purchase price as a commission. Manager's brokerage or Manager's affiliate brokerage shall facilitate the sale of such Premises upon the execution of the option by a tenant and Owner.

- ii. Owner agrees to compensate Manager for services not generally considered normal management which go above and beyond the scope of expected services as determined by Manager. The rate of such compensation is (Seventy-five Dollars) \$75 per hour. Normal Property Management does not include providing on-site management, property sales, refinancing, preparing PREMISES for sale or refinancing; supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, counseling, or attending OWNER'S Association meetings and the like. If OWNER desires AGENT to perform services not included in normal property management or specified above, a fee shall be agreed upon for these services before work begins.
- e. Late fees: Manager is entitled to 75% of late fees.
- f. Lease violation fees and holdover fees: Any collected monies shall be applied in the following manner:
  - First, to lost rent income (not to exceed two months) incurred as a result of the vacancy caused by the broken lease (management fees pursuant to Section 17 of this document shall still apply);
  - Second, to reimburse tenant-caused damages (excluding normal wear and tear) above and beyond coverage by tenant's security deposit and incurred by Owner during the make-ready process for new tenancy.
  - Finally, to Manager as compensation for Manager's efforts undertaken to re-lease the property.
  - Principally, all violation fees will be collected by Manager and paid out to Owner in the aforementioned manner upon the new lease being secured. In the event this agreement is terminated prior to a new lease being signed, all collected fees will be paid to the manager.
- g. Other: It is acknowledged and agreed that Manager may offer a separate menu of services to potential and current residents and that these services may yield costs/fees that are directly awarded to Manager because of the nature of their procurement without disclosure to Owner. Manager may collect from tenants, application fees, lease initiation fees, late rent administration charges, monthly rent administration fees, non-negotiable check charges, and other tenant charges and leasing fees without accounting to Owner for such charges. It is further acknowledged by Owner that Manager has additional services available to Owner both at the time of sign-up and which may be presented to Owner at a later date. These services are optional and the pricing and terms shall be set forth outside of this agreement.

- h. Evictions: The costs associated with an eviction are passed onto Owner plus applicable administration fees.
- i. Tax Preparation: Manager will bill Owner \$49 per LLC or business entity each January for tax preparation. This fee will cover the administrative and software costs necessary when preparing all 1099 and Cash Flow statements for your investments.
- j. Sale of Premises: Although not required, Owner may seek the services of Manager to sell said Premises. Commissions and terms for such services shall be determined in a separate listing agreement at a later date. Should Owner sell the Premises while being managed by Manager, Owner agrees to pay manager a fee of Three Hundred Dollars (\$300.00) plus any applicable cancellation fees for Manager's assistance in working with other Agents, and facilitating in the sale process with tenants.
- 18. UTILITIES AND SERVICE CONTRACTS: Owner authorizes Manager to negotiate contracts for recurring and nonrecurring items such as snow removal, lawn mowing, and trash removal and to enter into agreements for all necessary repairs, maintenance, minor alterations and utility services. Owner agrees to have Landlord Agreements setup for utilities and to maintain service to each property. Owner authorizes Manager to execute contracts for utilities and services for the maintenance, operation and safety of the Property, as the Manager deems appropriate and or necessary. Manager shall not be held liable for any injury, damage to the Property, or damage to neighboring property due to the failure of utility service being provided. Manager shall manage the utilities and coordinate the billing of such for Owner and the tenants as manager deems most appropriate for the situation.
- 19. DOCUMENTATION: Owner shall provide all necessary documents and records and fully cooperate with Manager in all matters with respect to this agreement. Owner shall provide Manager with evidence of insurance which evidence Manager shall examine to determine the adequacy of coverage. If necessary, additional changes in insurance coverage may be made upon the approval of Owner. Owner shall notify Manager and provide documentation in the event the mortgage, taxes, and any other such liens on the Property are delinquent and will in any way affect this Agreement or any lease of the Property.
  - a. In the event the premises is occupied and/or Manager did not complete the move-in inspection for a tenant, Manager is not able to accurately complete a move-out disposition of charges. For this reason, Manager is not required to assess charges to the tenant and may return the deposit to Owner for final disposition.

- 20. LICENSING REQUIREMENTS: Local or municipal ordinances may require certain property owners to license their rental properties and/or provide a current in-state agent to accept legal service on behalf of any such owner. It shall be the duty of Owner to become familiar with any local or municipal ordinances and the obligations imposed thereby. Furthermore, Owner is responsible to ensure that the Property is in compliance with such ordinances and that any associated fees have been paid or licensing requirements have been fulfilled.
- 21. COMPLIANCE: Manager does not assume and is given no responsibility, except as expressly contained herein, for compliance of the Property or any equipment therein, with the requirements of any statute, ordinance, law or regulation of any governmental body, and public authority, or any official hereof having jurisdiction, or any complaints, warnings, notices or summonses, received by it in relation to such matters.
- 22. FORMS AND CONTRACTS: Manager determines which forms, contracts, and leases will be used to conduct business.
- 23. TERMINATION OF AGREEMENT: Termination of this Agreement may be made by Manager or Owner, with or without cause, upon thirty (30) days' advance written notice. If, during any period the Property's condition is deemed by Manager to be uninhabitable, and Owner is unwilling to make suggested repairs or cleaning, this Agreement may be cancelled at the discretion of the Manager. Furthermore, in the event Owner breaches terms of this Agreement, is not in compliance with governing agencies, files for bankruptcy, or foreclosure, Manager may cancel this Agreement immediately. Should Owner cancel this Agreement after Manager has begun advertising the property for rent/lease, and/or manager has secured a ready, willing, and able tenant to lease the Property, the leasing fee may be charged in addition to the termination fee at Manager's discretion. Once a written notice of termination has been delivered by either party, Manager is not required to incur any additional costs (including advertising or repairs) unless Owner has subsequently supplied funds and written instructions to proceed with marketing the Property or continuing maintenance in progress.
  - a. In the event obligations under this agreement or its addenda is assigned to a licensed collection agency or attorney, a collection fee of forty percent (40%) of the debt/obligation assigned shall be added to the amount owed pursuant to the terms hereof and as allowed by law.

- 24. MODIFICATION OF AGREEMENT: This Agreement represents the complete and entire understanding of the parties. No other oral or written understanding or modifications will be enforceable unless accepted or admitted to by both parties in writing (which includes electronic acceptance of the modification(s). This Agreement supersedes all prior understandings and agreements of the Parties and contains the entire Agreement of the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified, altered, or amended in any manner by Owner except by an instrument in writing duly executed by all parties hereto, or their successors. Due to changes in market conditions, federal and local requirements, etc, fees and terms listed in this Agreement may be subject to change by Manager. Manager agrees to provide at least 30 days advance written notice prior to any change(s) to this Agreement with an option for Owner to optout and cancel this Agreement without penalty.
- 25. COMMUNICATION & NOTICES: It is understood by both parties that electronic mail (email) shall be considered a valid means of communicating. Owner agrees to receive electronic statements and other notices and files via the Owner Portal provided through Manager's website and/or via email, and agrees to maintain a valid email address with Manager. Email notification shall be considered the formal method of sending written notices by either party, unless otherwise required by local and national regulations.

#### 26. DISCLOSURE:

- a. It is Owner's full responsibility to disclose in writing if any of the following are known to be present on the subject Property: Lead-based paint (houses built prior to 1978, view requirements and responsibilities of TITLE 42 U.S.C. 4852 d. http://www.gpo.gov/fdsys/pkg/USCODE-2009- title42/pdf/USCODE-2009-title42-chap63A-subchapI-sec4852d.pdf), mold, asbestos, radon gas, and "possible" Meth contamination. Owner further agrees to notify Manager, prior to the execution of this Agreement, if the subject premise is delinquent on any mortgage payments or if the possibility exists that the Property may be at risk for foreclosure due to non-payment.
- b. Owner affirms that Owner has full legal ownership of the Property listed herein, and that all owners on record (if there is more than one) have read and executed this Agreement. Owner is required to promptly notify Manager if legal ownership of the Property changes in any way.
- c. It is specifically understood that no attorney-client relationship is established by the signing of this document. Manager has advised that this Agreement has important legal and tax consequences and Manager has recommended consultation with legal and tax counsel.

27. DISPUTE RESOLUTION, ATTORNEYS FEES AND COSTS, AND APPLICABLE LAW: Any disputes arising under this Agreement or otherwise between or among Manager and Owner and any of their respective employees, principals, Designated Broker(s), officers, directors, agents, representatives, or affiliates, which is in any way related to the subject matter and services provided in this Agreement, then such dispute may be submitted to binding arbitration pursuant to (Oklahoma State) law. If either party refuses to arbitrate then suit may only be initiated in any Tulsa County court. The parties agree that the courts of Tulsa County, Oklahoma, shall have sole and exclusive jurisdiction over any suit or action arising out of this Agreement and each party agrees that said courts shall have personal jurisdiction over each party in conjunction with any dispute arising out of this Agreement. Oklahoma State law shall apply regardless of any choice of law provision to the contrary. The parties further agree to waive the right to a trial by jury. The prevailing party in any arbitration, mediation, court, or other proceeding is entitled to recover attorneys' fees and costs incurred in connection with such proceeding.

28. GOVERNING LAW: This agreement, and all transactions completed hereby shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

29. IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

Property Owner Signature

Manager Signature

Print Name

Keyrenter Tulsa 2300 E 14th St. STE 303 Tulsa, OK 74104 (918) 351-7000 info@KeyrenterTulsa.com



### Ownership Information

### BUSINESS/ TRUST INFORMATION (if applicable)

Full Business/ Trust Name:	Entity Type:			
OWNE	R 1 INFORMATION			
Owner Name:	Email:			
Mobile Phone:	Home Phone:			
Date of Birth:				
(if applical	CONTACT INFORMATION  ole, leave blank if n/a)  s a contact who can help make decisions on their behalf. Whether the			
Contact Name:	Email:			
Mobile Phone:	Home Phone:			
I authorize this contact to communicate make decisions on my behalf.	with Keyrenter regarding my property and to			
Signature:				

#### DIRECT DEPOSIT PAYMENT INFORMATION

This section is for the direct deposit of (owner draws) of your monthly rental payments. Direct deposits are electronic ACH transfers between banks which, when processed before 9pm central time, generally appear in your account the next business day by 9am central time. Processing times may vary depending on individual bank requirements.

Bank Name:	Account Type:  Checking Savings
Name on Account:	
Routing Number:	Account Number:
I authorize Keyrenter to initiate payments to	this account.
Signature:	



#### **AssetProtect**

(Liability & Renter's Insurance)

At no additional cost to you, we reduce the liability of our property owners by providing Renter's Liability and Renter's Insurance policies to cover the residents and the property through our Tenant Advantage Program. Although we give tenants the option to provide their own insurance policy, we make it easier and less expensive for them by having them auto-enroll in our policies which are designed with you in mind. They provide maximum coverage against major tenant caused perils and additional coverage to mitigate other possible issues.

Your property is guaranteed coverage through AssetProtect!

#### Included with AssetProtect:

- Resident's Personal Property Coverage: \$5,000 per lease
- Rental Property Liability Coverage: \$100,000 per occurrence
- Property Damage Liability Covered for Tenant Caused Items:
  - o Smoke Damage: \$100,000 limit per occurrence
  - o Fire: \$100,000 limit per occurrence
  - o Water: \$100,000 limit per occurrence
  - o Explosion: \$100,000 limit per occurrence
  - o Back up or overflow of sewer, drain, sump: \$100,000 limit per occurrence
  - o Falling objects: \$100,000 limit per occurrence
  - o Collapse: \$100,000 limit per occurrence
  - o Freezing of Pipes: \$100,000 limit per occurrence
  - o Loss of Rental income caused by any of the above: \$5,000 limit per occurrence
  - o Pet Damage: \$1,000 limit per occurrence
  - o Mold Remediation: \$1,000 limit per occurrence
  - o Bed Bug Remediation: \$500 limit per occurrence

View policy information: CLICK HERE

AssetProtect Cost: AssetProtect is FREE to you. The resident covers the cost through our Tenant Advantage Program.

Please note: In accordance with HUD regulations, we are prohibited from applying government-funded payments toward this insurance coverage. As such, tenants utilizing government-backed housing vouchers will be prohibited from enrolling in our liability insurance program.

Owner Initials:	Date:



## MINIMUM PROPERTY STANDARDS

The following are minimum standards that must be met in order for us to rent your property to a tenant. We understand that as a rental property owner it is important to be fiscally responsible. Providing a clean, quality property to tenants will increase their satisfaction level and the potential for them to become long term residents. Long term residency of tenants can dramatically decrease your expenses as a rental property owner.

We reserve the right to postpone advertising efforts or cancel a lease agreement if these minimum requirements are not met.

#### **Exterior**

$\hfill\square$ All trash, debris, and personal items must be removed from yard, sheds, garage, other
areas (multi-unit).
☐ Lawn should be mowed, trimmed, and in healthy condition. Flower beds and gardens
should not have excessive weeds. Trees and shrubs should be maintained and not
overgrown.
☐ Potted plants, flower boxes, and garden boxes should be removed from the property
(keep it simple).
☐ Fencing and gates should be safe and secure without danger of falling over.
☐ Wooden Decks should be solid and have no wood rot. Walking surface should be safe
with no large gaps, tripping hazards, failing wood, or nails/screws protruding.
☐ Railings should be secure and be able to support the weight of an adult.
$\hfill\square$ Windows should lock and function properly (open and close). Where possible, window
screens should be present and functioning properly. Window coverings (blinds/curtains)
should be present and functioning on all living/family room and bedroom windows.
Bathroom windows should be frosted or have coverings.
$\hfill\square$ Exterior doors should be proper exterior doors (no hollow core). Doors must lock and
functions properly.
☐ Sliding glass door should function properly. Glide with ease and lock properly.
☐ No exposed wiring, junction boxes, or other improper electrical which could be a
liability.
☐ All exterior electrical should function properly (lights, outlets, etc.).

#### <u>Interior</u>

	$\square$ Unit and carpet must be cleaned by one of Keyrenter's approved cleaning vendors.
	Unit must be free of garbage, debris, and personal items.
	☐ Heating and Cooling Systems must function. Any form of air conditioning that is at the
	property must be in working order.
	☐ Paint should be in good clean condition. No dingy or mismatched paint from patches
	or touch-up. Walls with excessive nail holes will be painted. Paint on doors and trim
	should be in clean condition without chipping or substantial scuff marks. Only entire
	walls will be painted (no touch-up painting) on walls with excessive marks or nail holes.
	Wallpaper must be clean and in good condition.
	☐ Vinyl, Tile, Laminate, and Wood Flooring must be present and in good, clean,
	condition, without visible tack strip or other rips/tears which may be trip hazards.
	$\square$ Light Switches and Electrical Outlets must be in good working order and not broken.
	All light switches and electrical outlets are required to have a proper cover (no cracked
	or broken covers).
	$\square$ Light fixtures must be working and have working light bulbs (LED recommended).
	☐ Each living area must have a smoke alarm (with exception of Bathrooms, Kitchen, and
	Laundry room). Each floor must have a CO detector.
	☐ No exposed wiring, junction boxes, or other improper electrical which could be a fire
	hazard.
	$\square$ Interior Doors should be clean with no cracks or holes and should open and close
	easily. Closet doors need to be on their track and function properly. No exterior locking
	door knobs on interior doors (interior locking bathroom or bedroom door knobs are
	acceptable but they may not have exterior keyed knobs.
	$\square$ Unit must have functional hot and cold water. All plumbing fixtures should work
	properly with no drips or leaks. Plumbing drainage should not be leaking or clogged.
	Sewer or Septic System must function properly. Toilet should be clean and in working
	order. Toilet should not run or leak.
	☐ Hand Railings must be secure.
	☐ All appliances must be clean and in working order.
C	Owner Initials: Date:



## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Nam	e (as shown on your income tax return)									
Je 2.	Busi	ness name/disregarded entity name, if different from above									
s on page		k appropriate box for federal tax classification: Individual/sole proprietor Corporation S Corporation Partnership	Trust/esta	te	E	xemptio	ns (se	e insti	ruction	ıs):	
be ou					E	xempt p	ayee o	code (i	f any)		
Print or type		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	ship) ►		-	xemptio		n FAT	- CA rep	orting	
Ę Ĕ		Other (see instructions) ▶									
ட ஜ்	Add	ess (number, street, and apt. or suite no.)	Requester	's nam	e and	addres	s (opt	ional)			
ec			· ·				` '	,			
Print or type See Specific Instructions on	City,	state, and ZIP code									
	List	account number(s) here (optional)									
Par	ii I	Taxpayer Identification Number (TIN)									
		FIN in the appropriate box. The TIN provided must match the name given on the "Name"	" line S	ocial	secur	ity num	ber				
to avo	oid ba ent ali es, it is	ckup withholding. For individuals, this is your social security number (SSN). However, fo en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ra			-		-			
TIN o	n pag	e 3.	_								
		account is in more than one name, see the chart on page 4 for guidelines on whose	<u> </u>	mpioy	er ia	entificat	tion n	umbe	r	_	
numb	er to	enter.			-						
Par	t II	Certification	•								
Unde	r pena	Ities of perjury, I certify that:									
1. Th	e nun	ber shown on this form is my correct taxpayer identification number (or I am waiting for	a number	to be	issu	ed to n	ne), a	nd			
Se	rvice	subject to backup withholding because: (a) I am exempt from backup withholding, or (b (IRS)) that I am subject to backup withholding as a result of a failure to report all interest or subject to backup withholding, and									
3. I a	m a L	.S. citizen or other U.S. person (defined below), and									
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin	g is correc	t.							
becau intere gener instru	use yo st pai ally, p ctions	on instructions. You must cross out item 2 above if you have been notified by the IRS the unique have failed to report all interest and dividends on your tax return. For real estate transful, acquisition or abandonment of secured property, cancellation of debt, contributions to ayments other than interest and dividends, you are not required to sign the certification, on page 3.	actions, ite o an indivi	m 2 d dual r	does etirer	not ap <sub>l</sub> ment ar	oly. F rang	or mo	ortgag t (IRA	je ), and	•
Sign Here		Signature of U.S. person ► Da	ate ▶								

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.