



EXCLUSIVE MANAGEMENT AGREEMENT

THIS EXCLUSIVE MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this date of _____ by and between _____ ("Owner") and AMPRO Property Management ("Broker").

WHEREAS Owner owns that certain real estate property located at _____ Georgia, _____ TAXID/PIN # _____ (the "Property"); and

WHEREAS Owner desires to retain Broker as Owner's agent to exclusively rent, lease, operate, and manage Property for and on behalf of Owner;

NOW THEREFORE the parties agree as follows:

1. Lease. Broker is authorized to procure a tenant to lease Property for a term of no more than 13 months nor less than 12 months at a monthly rental of at least \$_____ or such other amount as may be acceptable to Owner. Property shall be available for occupancy by a tenant obtained by Broker as of the date of _____. Any such lease will be in writing on Broker's standard lease form then in use.

2. Broker Acting in Name of Owner. Any lease of the Property, amendment thereto, extension or termination thereof shall be signed by Broker, as agent for Owner.

3. Term. Broker shall have the exclusive right to lease and manage Property for an initial term of _____, beginning on the date of _____ and ending on (and including) the date of _____ (the "Initial Term". The Initial Term and all renewal terms are referred to herein as the "Term"). If the Property is leased during the Term of this Agreement and the term of any Lease extends beyond the Term of this Agreement, the Term of this Agreement shall automatically be extended so that it expires at the same time as the term of the Lease plus all renewals thereof. Upon expiration of the Initial Term this Agreement will automatically renew for an additional period of one year unless either Broker or Owner provides written notice to the other of their intent not to renew this Agreement at least 30 days prior to the expiration date of the then current Term.

4. Termination of Agreement. If the Property is not leased, Owner or Broker may terminate this Agreement without cause with five (5) days written notice. If the Property is leased, Owner may terminate Broker without cause provided the following conditions are satisfied: 1) Owner shall first give Broker thirty (30) days written notice; 2) Owner shall pay to Broker, prior to termination, a sum equal to the commissions due for the remainder of the current Tenant's lease; 3) Owner shall indemnify Broker from any and all claims by Tenant pertaining to the security deposit, move-out inspection, and any and all other claims made by Tenant against Broker that pertain to post-termination issues.

- A.** Owner may terminate this Agreement for cause if Broker fails to pay any sum payable under this Agreement when due or fails to perform or comply with any of its obligations hereunder at the time or times in the manner required under this Agreement, provided, that Owner must first give Broker thirty (30) days written notice of any such default or breach and allow Broker an opportunity to cure. Should Broker fail to cure any such default or breach with due diligence within thirty (30) days from receipt of written notice, Owner may terminate this Agreement "for cause and without penalty."
- B.** Broker may terminate Owner for any reason provided Broker gives Owner thirty (30) days written notice, transfers to Owner Tenant's security Deposit and lease documents executed by the current Tenant, and notifies Tenant in writing of Owners address and phone number.
- C.** The termination of this Agreement shall not prejudice the rights of either party against the other for any default or breach of this Agreement. The rights and remedies herein granted are cumulative and in addition to the rights and remedies provided by law; the exercise of either party of one or more rights or remedies shall not impair its right to exercise the other right or remedy. Owner shall assume all obligations of any contract entered into by Broker on Owner's behalf prior to the termination of this Agreement.
- D.** If either party terminates this Agreement, Owner shall pay a \$75 termination fee to compensate Broker for preparation of exit file including keys, lease(s), tenant ledger(s), and other documents as necessary, and conveyance of same to Owner or Owner's representative.

5. Security Deposit. Owner authorizes Broker to hold Tenants' security deposit(s) in Broker's trust account. All interest earned on said account is the property of the Broker.

6. Charges. Broker is hereby authorized to charge and collect from the tenant all rent, additional rent, late charges, fees for returned checks, administrative fees for filing dispossessory warrants and credit reports and such other fees and charges as Broker may reasonably deem appropriate. Other than rent, and additional rent, which shall belong to Owner, the following charges shall be paid out 100% to Broker:

- A. Late charges.
- B. Fees for returned checks.
- C. Administrative fees for processing dispossessory warranties.

7. Compensation. Broker shall be compensated on the following basis:

- A. **New Property Intake Fee:** \$200 per property.
- B. **Tenant Procurement:** 100% of one month's rent.
- C. **Ongoing Management:** the greater of \$75 or 10% of the monthly rent.
- D. **Ongoing Management for Section 8 Properties:** the greater of \$100 or 10% of the monthly rent.
- E. **Additional Rent Received:** 10% of additional rent received.
- F. **Renewal Fee:** 50% of one month's rent.
- G. **Broker's court appearance on behalf of owner:** \$30 per hour.
- H. **Owner-Directed Visits to the Property:** \$25 per hour, minimum one hour. This includes, but is not limited to, any Owner request to gain access to the property including insurance reports, police reports, delivery personnel, contractors, real estate agents from other companies, and appraisers.
- I. **Turnkey inspection of properties between tenancies:** \$75 per inspection.
- J. **Renewal Fees for Multi-Year Leases:** If Broker negotiates a multi-year lease with a tenant (with Owner's approval), then Broker shall receive a renewal fee of one-half month's rent on each annual anniversary of the lease (in lieu of the 10% monthly management fee for that month).
- K. **Sale of Property:** If Owner sells Property to a tenant (or to a spouse or roommate of such tenant or to any other entity controlled by any of these parties) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker a commission of 6% of the price for which Property sold. Owner shall immediately give notice to Broker if and when: (a) Owner enter into a contract to sell Property, or (b) Owner closes on the sale of Property to another. This obligation shall survive the expiration or termination of the Agreement.
- L. **Non-Refundable Administrative Fee from Tenant Security Deposit:** Broker shall be paid a \$100 non-refundable administrative fee from each tenant's security deposit, as described in Broker's standard lease. If the tenant pays a security deposit of \$1100, for example, \$100 shall be paid out to Broker as a non-refundable administrative fee and \$1000 shall remain as a security deposit in Broker's security deposit trust account.
- M. **Section 8 Setup Fee:** Upon the signing of a lease with support from Section 8, Housing Choice, or any other public agency (at Owner's request), or accepting a new property with an existing lease with support from such a public agency, Owner shall pay Broker a \$150 administrative fee in addition to all other fees due. This fee compensates broker for the additional labor required to set up an account with such agencies.

8. Notice of Sales Listing. Owner agrees to notify Broker in writing prior to entering into any sales listing agreement for the property with any Broker.

9. Receipt and Payment of Funds.

- A. **Funds of Owner to be Deposited in Trust Account.** Broker is hereby authorized to deposit all rent and other monies received on behalf of Owner in Broker's federally-insured trust accounts. Broker currently holds trust accounts at the Fidelity Bank. Broker's banking relationships are subject to change without notice.
- B. **Broker's Right to Debit Trust Account.** Owner hereby expressly authorizes Broker to deduct from Owner's funds in said trust account(s) amounts needed to pay the following expenses: (1) management fees, commissions and other amounts owing to

Broker; (2) all costs to maintain, repair and improve the Property including emergency repairs to the extent approved in writing by Owner or to the extent the same have been approved elsewhere herein.

- C. Owner to Maintain \$400 in Trust Account.** Owner agrees to maintain in Broker's trust account a minimum required balance of \$400 so that Broker has sufficient funds to pay for the above referenced expenses. Upon notice from Broker, Owner agrees to immediately send funds to Broker whenever the balance in the trust account is expected to fall or has fallen below the balance of \$400 because of pending or actual expenses.
- D. Negative Owner Balance.** If for any reason Owner develops a negative cash balance with Broker, on notice from Broker Owner shall have 15 days to bring the negative balance back to zero. If Owner fails to bring the negative balance back to zero, Owner shall pay a fee of \$25 plus interest on the amount owed of 1.5% of the unpaid balance per calendar month (or any portion of a calendar month) until the negative balance has been returned to zero.
- E. Trust Account Reporting.** Broker shall provide Owner a detailed monthly accounting of funds (not later than 30 days after the end of each month) received and disbursed on Owner's behalf and shall remit to Owner the balance of such funds in excess of the minimum required balance, if any, remaining after Broker deducts and pays the expenses referenced above.
- F. Payment of Owner Funds.** Broker shall remit funds due to Owner on the 25th day of the month, or the next business day thereafter if these days are not banking days. "Out of cycle" owner checks may be cut if requested for a \$25 "out of cycle" fee. Owner agrees to receive all Owner funds from Broker by ACH direct deposit or by paper check at Broker's discretion. Owner understands that deposits sent via Broker's ACH service take a minimum of 2 to 3 business days to post in Owner's bank account. Owner agrees to furnish Broker a voided check from the account into which Broker will deposit Owner funds.
- G. Prepaid Rent.** Any prepaid rent shall be deposited in Broker's trust account(s). However, such amounts will not be disbursed to Owner (less Expenses) until the same are due to Owner.
- H. Year End Summary.** Broker shall prepare an year end summary for Owner
- I. Risk of Bank Failure.** The financial institution(s) into which the Broker places the funds of Owner may be at risk of failure. Owner hereby agrees to indemnify and hold Broker harmless from any and all claims and damages arising out of or relating to any failure by such financial institution(s).
- J. Trust funds may pass through intermediaries.** Owner understands and agrees that Broker may receive and disburse trust funds including rents, security deposits and owner funds via electronic fund transfers such as ACH. Funds paid electronically will pass through intermediary holding accounts associated with electronic transfers prior to being deposited into Owner's bank account or Broker's trust account.

10. Marketing.

- A.** Broker shall do all of the following to market the Property to prospective tenants:
 - 1) Place a "For Rent" sign in the yard (unless prohibited by neighborhood covenants or Owner requests no sign be installed).
 - 2) List the Property on Broker's own website (www.AMPROPropertyManagement.com).
 - 3) List the Property on such other paid and free websites as Broker sees fit (Broker's "standard marketing program.")
 - 4) At Owner's direction, Broker will place paid advertisements not included in Broker's "standard marketing program" for the Property and will bill Owner for same.
- B. Lockboxes:** Owner authorizes Broker to place a lockbox on the Property to be used in connection with the marketing, inspection and leasing of the Property by Broker.
- C. Easy Show Marketing.** Broker may, at Broker's discretion, choose to market Property by Easy Show. In Broker's Easy Show marketing program, Broker will install a combination lockbox at the property. Broker will require prospective renters to identify themselves by forwarding an electronic image of their driver's license to Broker's office by email or text message attachment. Once Broker has received an image of the tenant prospect's driver's license, Broker will release the lockbox code to the tenant prospect so that the prospect may then view the property at the prospect's leisure.

11. Broker's Authority. Owner agrees to be responsible for the expenses associated with the leasing and management of the Property and hereby gives Broker the authority to:

- A.** Advertise Property for rent; sign, renew and cancel leases for Property; collect rents that become due; terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to sue in the name of the Owner and recover rents and other sums due; and to settle, compromise, and release such actions or lawsuits or reinstate such tenancies at Broker's reasonable discretion.

- B. Make, contract and/or supervise repairs, alterations, and/or decorations to Property; purchase supplies and pay bills. Broker agrees to secure the prior approval of the Owner on all expenditures estimated to be in excess of \$400 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Broker such repairs are necessary to protect the Property from damage, to maintain services to the tenants as called for in their leases, or as otherwise set forth in Paragraph 12 herein.
- C. Hire, discharge and supervise all contractors and/or employees required for the operation and maintenance of Property. Broker shall not be responsible for the acts, defaults, or negligence of contractors and employees if reasonable care has been exercised in their appointment and retention.
- D. Contract with others, including affiliates of Broker, in-house staff or companies owned by Broker, to perform services including, but not limited to repairs, maintenance, accounting, data processing, record keeping, legal fees and court pleadings and proceedings. Any such arrangement with affiliates or companies owned by Broker will be on terms fair and reasonable to Owner and no less favorable than could reasonably be realized with unaffiliated persons or companies. Owner is hereby aware that Broker may deduct these expenses from the monies coming to Broker that are due to Owner.
- E. Institute and prosecute legal actions and proceedings in Owner's name and behalf, terminate leases for cause, remove tenants from Property, recover from damage to Property, and for such purposes, Broker may employ attorneys and incur court costs and litigation costs at Owner's expense for any and all of these things. Broker is also authorized to settle or compromise any such legal actions or proceedings.

12. Limits on Broker's Authority and Responsibility. Owner acknowledges and agrees that Broker:

- A. Shall, under no circumstances, have any liability greater than the amount of the management fees paid hereunder to Broker for a period of twelve (12) months, or if no management fees have been paid to Broker, than a sum not to exceed one hundred dollars.
- B. Shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement.
- C. Shall make all disclosures required by law.
- D. Shall not be responsible to advise Owner on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Owner acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Owner should seek independent expert advice relative thereto. Owner acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

13. Owner's Property Disclosure Statement. Owner's Property Disclosure Statement is attached to this Agreement. Broker is authorized to provide a copy thereof to prospective tenants. Owner shall review and update Owner's Property Disclosure Statement so that the Tenant is fully aware of the then current conditions affecting the Property prior to signing a Lease, including but not limited to whether the property has flooded three times in the past five years immediately preceding the date of any lease Broker may execute with a tenant and whether the property was built prior to 1978, thus presenting the potential risk to the tenant of lead-based paint. Owner covenants that the Property Disclosure Statement is true and accurate to the best of Owner's knowledge. Owner agrees to indemnify and hold Broker harmless for any claims, damages or causes of action asserted against Broker arising out of or based upon the contents of or omissions to the Property Disclosure Statement

14. Emergency Repairs. Broker is authorized to make emergency repairs to Property as Broker reasonably believes to be necessary to protect Property from damage or to maintain services to a tenant for which a lease provides. Owner has paid to and will maintain with Broker the sum of \$400 as a deposit for the cost of emergency repairs, but expenditures for repairs are not limited to that amount if for reasons of necessity Broker must spend more. Owner acknowledges that the cost of making emergency repairs may be significantly higher than the cost of making repairs on a non-emergency basis. Owner understands that Broker is under no duty to make expenditures in excess of the amount of the deposit. The deposit money shall be deposited in Broker's escrow account with Broker retaining the interest if the account is interest-bearing. In the event any check is not honored, for any reason, by the bank upon which it is drawn, Owner shall deliver good funds to Broker within three banking days of receipt of notice. In the event Owner does not timely deliver good funds, Broker, in his sole discretion, shall have the right to terminate this Agreement by giving written notice to Owner.

Owner shall promptly reimburse Broker for the cost of all emergency repairs which Broker pays for or for which Broker is obligated. Owner acknowledges and agrees that any need for repairs noted by a housing code inspector or for which a housing code inspector has warned Owner and/or Broker that a citation will be issued if not repaired or for which Owner and/or Broker has received a citation may be treated by Broker as an emergency repair for which Broker is hereby authorized to immediately correct. If Owner refuses to provide funds so Broker may complete a repair to avoid a citation by code enforcement, Broker may terminate this Agreement with 24 hours Notice to Owner in order to limit Broker's liability. Owner shall be responsible for any fines, penalties or other assessments made against Broker based on any building code violations.

15. Ongoing Maintenance and Repairs.

- A. Key policy.** Broker's policy is to use Kwikset Smartkey locks on all managed properties. Kwikset Smartkey locks allow Broker to quickly and inexpensively re-key locks at a managed property for the duration of the management engagement. To protect the safety of tenants and limit liability to Broker and Owner, Broker shall install Kwikset Smartkey locks at owner expense before the first tenancy and subsequently re-key the Kwikset Smartkey locks between tenancies for the duration of this Agreement. Owner understands and agrees to Broker's key policy. Typical expense for the installation of KwikSet Smartkey locks is \$150 per door. Subsequent re-keys of installed Kwikset Smartkey locks require only a trip fee of \$50 no matter how many doors need to be re-keyed.
- B. Smoke detectors.** Owner authorizes Broker to install one battery-operated smoke alarm on each level of the property, including the basement level, where smoke detectors are missing or defective.
- C. Carbon monoxide detectors.** If fossil fuels are used for heating or cooking at the property, Owner authorizes Broker to install one carbon monoxide detector on each level of the property, including the basement level, where carbon monoxide detectors are missing or defective. All-electric homes are exempt from this requirement.
- D. Fire Extinguishers.** Owner authorizes Broker to install a working fire extinguisher under the kitchen sink of each property (if not already installed).
- E. Wood-burning fireplaces.** If property is represented to tenants as having one or more working wood-burning fireplaces, Owner authorizes Broker to have each fireplace inspected by a chimney cleaning service prior to marketing the property and between each tenancy.
- F. HVAC Preventive Maintenance.** If forced-air heating and cooling systems are installed at the Property, Owner authorizes Broker to order preventive maintenance and filter change two (2) times per year (spring and fall). 2012 cost for this service is \$150 per year for two visits for one HVAC unit; additional HVAC units are \$120 per year. Price subject to change without notice.
- G. Home Warranties.** Owner agrees not to add or renew any Home Warranty for the Property. Broker will honor a home warranty policy in effect at the time this Agreement is executed for up to one year. Broker will not use home warranties purchased or renewed by Owner after this Agreement is executed. Owner agrees to pay Broker a \$50 administrative fee for each repair Broker orders under a Home Warranty.
- H. All Owners' Personal Property To Be Removed from Premises.** Owner agrees to remove all personal belongings from the Property excluding appliances such as refrigerator, stove, dishwasher, microwave oven, and clothes washer and dryer. No furniture or other personal property of the Owner shall be left in the premises, including the attic, basement, storage areas, and outbuildings. Neither Broker nor tenant shall have any liability whatsoever for Owner's personal property left in the Property other than refrigerator, stove, dishwasher, microwave oven, and clothes washer and dryer.
- I. Annual Property Survey.** Broker shall complete a Written Property Survey one (1) time per year, consisting of a site visit, interior and exterior visual inspection, and preparation of a written report with photographs or video. Owner agrees to pay Broker a fee of \$75 for this annual survey. Owner may request additional Written Property Surveys for the same fee.
- J. Property Condition.** Owner agrees to turn on water, electricity and gas (if available) at property while it is being marketed by Broker. Owner agrees that the interior and exterior of the property must be clean and in showing condition, must meet all requirements of the Uniform Housing Code and all applicable ordinances, and all major systems (water, electric, gas, HVAC) and appliances (if provided) must be in operating condition before Broker markets the property.

K. Limited Power of Attorney for Utilities. Broker offers handling utilities for owners as a value-added service. Owner is responsible to turn on utilities in Owner's name while property is being marketed and between tenancies. However, to turn on service, some utilities require Owner to appear at the utility office and apply original signatures to documents in the office in person with the result that turning on utilities can be virtually impossible for out-of-state owners. For this reason, Broker has created Exhibit A, Power of Attorney for Utilities. Broker has had success using this form getting utilities turned on at properties in owners' names. Owner understands and agrees that no party is obliged to accept a Power of Attorney agreement in lieu of an original owner signature and that from time to time certain utilities may refuse to accept Broker's Power of Attorney agreement, instead requiring an original owner signature. If owner engages Broker to turn on utilities on Owner's name, Owner agrees to pay Broker an hourly fee of \$25 per hour for such labor.

16. Credit Report Disclosure. Owner understands and agrees that all credit report information provided to Broker from Tenant or any Credit Reporting Agency is strictly confidential and is the sole property of Broker. Broker has no duty to provide said information to Owner unless written permission is granted by Tenant.

17. Assignment. This Agreement may be assigned by Broker to another real estate broker licensed in the State of Georgia upon notice to Owner. Any assignee shall fulfill all the terms and conditions of this Agreement.

18. Lead-Based Paint. If any part of a dwelling located on Property was built before 1978 or if Owner does not know when the property was built, Owner agrees to provide a written disclosure by Owner of the presence of known lead-based paint and/or lead-based paint hazards, if any, in the dwelling.

19. Time of Essence. Time is of the essence of this Agreement.

20. Terminology. As the context may require in this Agreement, the singular shall mean the plural and vice versa and all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

21. Indemnity. Owner agrees to indemnify and hold Broker harmless from any and all claims, causes of action, suits, damages and injuries arising out of or in connection with the leasing and management of the Property by Broker except in case of intentional wrongdoing or gross negligence on the part of Broker. In the event of an allegation of gross negligence on the part of Broker, Owner's obligation to indemnify herein shall exist until Broker's gross negligence has been judicially established in a final order of the court having jurisdiction over said issue. During the entire term of this Agreement, Owner agrees to carry a homeowner's landlord insurance policy in the amount of at least \$300,000 if managed property is a single family detached home or \$200,000 if a townhome or condominium and to make Broker additional insured under this policy. Upon request, Owner shall promptly provide Broker with a certificate of insurance evidencing such coverage. Notwithstanding any provision to the contrary contained herein, Broker's liability to Owner shall be limited to the total compensation paid by Owner to Broker in the twelve (12) months prior to Owner asserting a claim for damages against Broker. For the purposes of this section the term "Broker" shall specifically include Broker and Broker's affiliated licensees and employees.

22. Compliance with Fair Housing Laws. Owner and Broker hereby agree to fully comply with all state and federal fair housing laws and regulations and shall not unlawfully discriminate on the basis of creed, race, color, national origin, age, sex, handicap, or familial status.

23. Governing Law. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

24. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Owner. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

25. Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

26. Owner's Mortgage Obligations. Owner agrees to keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Should Broker be notified that a foreclosure action has been initiated against the subject property then Owner authorizes Broker to freeze all of the Owner's funds related to that property and Broker will make no further disbursement to Owner. Owner will have thirty (30) days to correct and make current the obligation that initiated the foreclosure action and to provide reasonable proof thereof to Broker. Should Owner fail to make current the obligation, and thereby stop the foreclosure action, Owner authorizes Broker to refund the security deposit to the Tenant and to deduct from Owner's funds on hand with Broker all amounts due to Broker or Tenant including, but not limited to, any refund to tenant of prorated rent or expenses and all of the management fees that would be due to Broker through the end of the current lease term. In the event of Owner's failure to take all actions required herein to stop the foreclosure action, Broker shall be entitled to immediately terminate this Agreement. Owner and Broker agree that the tenant is not a third party beneficiary and nothing in this paragraph shall limit Broker's other legal remedies to collect from Owner any unpaid fees due to Broker.

27. Notices.

A. Owner Contact Information For Receiving Notices. Owner agrees to receive notice by email and/or postal mail, at Broker's discretion, at the Owner Contact Information provided below. Owner agrees to receive all notice, correspondence and reports, including monthly financial reports and any receipts or invoices, as email and PDF attachments rather than hard-copy records sent by U.S. Postal Mail. Owner agrees to furnish Broker an email address to use for this purpose.

Owner is a (Check the box that applies): Natural Person; Corporation; Limited Liability Company (LLC);

Other (Describe:) _____.

Owner Name: _____

Postal Address: _____

Email Address: _____

Primary Phone: _____

Alt. Phone: _____

Owner agrees to receive Broker's email notices at the one (1) email address provided above.

B. Broker Contact Information for Receiving Notices:

Email: Info@AmproPropertyManagement.com

Postal Address: AMPRO Property Management.
 P.O. Box 412
 Atlanta, GA 30291

Phone: (404) 593-0399

FAX: (770) 997-0225

29. Modification of This Agreement: Broker may change the terms of this Agreement by giving sixty (60) days written notice to Owner. If Owner objects to the terms changed under this clause, owner shall have the right to terminate this Agreement without penalty within the sixty (60) day notice period.

30. AMPRO Property Management Owner Manual. Owner acknowledges receipt of the AMPRO Property Management "Owner Manual," which is available for download on the owner page of AMPROPropertyManagement.com.

31. HOA covenants. If the Property is in a Home Owners Association ("HOA"), Owner agrees to furnish Broker an electronic copy of the HOA covenants in PDF format to info@AMPROPropertyManagement.com.

32. Delinquent HOA Fees. In the event that Owner becomes delinquent in paying HOA fees while property is under a lease, with the result that Tenant access to common areas is terminated by the HOA, including but not limited to parking, elevator access, pool, and exercise facilities, Owner authorizes Broker to pay Owner's balance owed to the HOA out of Owner funds in order to restore Tenant access to common areas.

33. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or reference herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addenda shall control.

- Exhibit A: Limited Power of Attorney for Utilities
- Exhibit B: Owner's Property Disclosure Statement

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT OWNER HAS READ ALL PROVISIONS CONTAINED HEREIN, UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND ENTERS INTO THIS AGREEMENT VOLUNTARILY, AND IS NOT SUBJECT TO A CURRENT MANAGEMENT AGREEMENT WITH ANY OTHER BROKER.

AMPRO Property Management. Date

Owner Signature Date

Print or Type Owner Name

Owner Signature Date

Print or Type Owner Name

EXHIBIT A: LIMITED POWER OF ATTORNEY FOR UTILITIES

This Exhibit is part of the Exclusive Leasing/Management Agreement between _____ Owner) and AMPRO Property Management (Broker) dated _____.

I, _____ (hereinafter "Principal"), do hereby constitute and appoint any one or more of the following; AMPRO PROPERTY MANAGEMENT, my true and lawful attorney-in-fact (hereinafter "Agent") for me and give such Agent the power(s) specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters concerning utility service, including but not limited to water, gas and electricity, to the following property or properties that I currently own and to which utility service(s) are maintained in my name:

- 1. The connection, disconnection, suspension, or reinstatement, on a temporary or permanent basis of all utility services to the above referenced property or properties.
- 2. To request and obtain any information from the respective utility companies and providers concerning the utility service(s) maintained in my name to the above referenced property or properties.

I further authorize all utility companies and providers of utility service(s) to the above referenced property or properties to release any information concerning utility service to AMPRO PROPERTY MANAGEMENT. including, but not limited to sending the bills for utility service directly to AMPRO PROPERTY MANAGEMENT. upon its request.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on _____, 20__.

_____, Principal

STATE OF GEORGIA)
) ss.
COUNTY _____)

On this day, _____, 20__, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Limited Power of Attorney, and acknowledged that he/she executed the same as his/her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

Notary Public
My commission expires: _____

OWNER'S PROPERTY DISCLOSURE STATEMENT (LEASE)
 (To be used for Lease for Lease/Purchase Agreement and
 Lease for Residential Property Forms) **EXHIBIT “ _ ”**

2012 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the lease/purchase and sale of that certain Property known as: _____, Georgia _____.

A. INSTRUCTIONS TO OWNER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Owner agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Owners in the Lease Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is “yes” or “other” referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Tenant and any Broker involved in the transaction if prior to leasing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY TENANT. The answers of Owner below should not be a substitute for Tenant conducting a careful, independent evaluation of the Property. Caveat emptor or Tenant beware is the law in Georgia. Tenant is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Tenant's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable tenant to investigate further, Tenant may not have legal recourse if Tenant fails to investigate further.

C. DISCLOSURES.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Are there now or have there been any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned) on the Property?	_____	_____	_____
(b) Is there now or has there been any soil movement, subsidence, settlement, upheaval, or erosion?	_____	_____	_____
(c) Are there presently any diseased or dead trees on the Property?	_____	_____	_____
(d) Are there presently any encroachments onto the Property, unrecorded easements affecting the Property or boundary line disputes with a neighboring property owner?	_____	_____	_____
(e) Do any of the improvements on the Property encroach onto a neighboring property?	_____	_____	_____
2. ROOF, GUTTERS AND DOWNSPOUTS:			
(a) Approximate age of roof: _____ years.			
(b) Are there now or have there been any roof leaks or other problems with the roof, roof flashing, roof underlayment, gutters, leaf guards or downspouts?	_____	_____	_____
3. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:			
Is your Property currently under a transferable bond, warranty or other coverage, for termites or other wood destroying organisms by a licensed pest control company?	_____	_____	_____
If yes, check type of coverage: <input type="radio"/> re-treatment and repair; <input type="radio"/> re-treatment only; or <input type="radio"/> periodic inspections only.			
4. FLOODING, DRAINAGE, MOISTURE AND SPRINGS:			
(a) Are there now or have there been any water leaks, water accumulation, or dampness within the basement, crawl space or other parts of any dwelling or garage at or below grade?	_____	_____	_____
(b) Have any repairs been made to control any water leaks, water accumulation or dampness in the basement, crawl space, or other parts of any dwelling or garage at or below grade?	_____	_____	_____
(c) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	_____	_____	_____
(d) Does water presently stand on any part of Property for more than one (1) day after it has rained?	_____	_____	_____
(e) Has there ever been any flooding on any part of the Property?	_____	_____	_____
(f) Are there now or have there been any streams that do not flow year round or springs on the Property?	_____	_____	_____
(g) Are there any dams, retention ponds, storm water detention basins, or other similar facilities on the Property?	_____	_____	_____

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
5. SEWER/PLUMBING RELATED ITEMS:			
(a) What is the drinking water source: <input type="radio"/> public <input type="radio"/> private <input type="radio"/> well on property			
(b) If the drinking water is from a well, has the water been tested within the past 12 (twelve) months?	_____	_____	_____
(c) What type of sewage system serves the Property: <input type="radio"/> public <input type="radio"/> private <input type="radio"/> septic tank			
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local governmental authorities? _____			
(e) Is the main dwelling served by sewage pump?	_____	_____	_____
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____	_____	_____	_____
(g) Are there now or have there been any leaks, backups, tree roots in lines or other similar problems with to any portion of the plumbing, water or sewage systems?	_____	_____	_____
(h) Is there presently any polybutylene plumbing, other than the primary service line, on the Property?	_____	_____	_____
(i) Are any of the plumbing fixtures in any dwelling or garage not low water flow fixtures?	_____	_____	_____
(j) Has any water line or fixture on the Property ever froze in cold weather?	_____	_____	_____
6. ENVIRONMENTAL/HEALTH/SAFETY CONCERNS:			
(a) Are there now or have there been any underground tanks or toxic or hazardous substances such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or other environmental contaminates on or in the Property?	_____	_____	_____
(b) Has the Property ever been used for production of Methamphetamine ("Meth")?	_____	_____	_____
(c) Has the Property ever been tested for radon, lead, mold or any other potentially toxic substances?	_____	_____	_____
(d) Is there now or has there been any mold on interior heated and cooled portions of any dwelling on the Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?	_____	_____	_____
(e) Are there any exterior doors which either do not lock or for which the key has been lost?	_____	_____	_____
7. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property part of a condominium, community association or subject to a Declaration of Covenants, Conditions and Restrictions (CC & Rs) or other similar restrictions? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].	_____	_____	_____
(b) If yes, are there any restrictions on leasing?	_____	_____	_____
8. OTHER MATTERS:			
(a) Is there or has there been in the past any litigation involving Property or any improvement therein alleging negligent or improper construction defects, termites, and/or title problems?	_____	_____	_____
(b) Have there been any problems with or repairs made to the electrical, plumbing, or heating and air condition systems, or any part thereof?	_____	_____	_____
9. LEAD-BASED PAINT: Was any part of the residential dwelling on the Property or any painted component, fixture or material used therein constructed or manufactured prior to 1978? If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.			
_____	_____	_____	_____
10. AGRICULTURAL DISCLOSURE: Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?			
_____	_____	_____	_____

It is the policy of this state and this community, to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

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11. ADDITIONAL EXPLANATIONS OR DISCLOSURES:

Additional pages are or are not attached.

OWNER'S REPRESENTATION REGARDING OWNER'S PROPERTY DISCLOSURE STATEMENT:

Owner represents that Owner has followed the Instructions to Owner in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Owner: _____

Date: _____

Owner: _____

Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Tenant acknowledges the receipt of this Owner's Property Disclosure Statement.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

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Property Intake Form – AMPRO Property Management

Property Address

Address			
City		State	Zip
Subdivision or Complex		County	

Owner Information

Owner Name(s)			
Is the property held in a corporation or trust?		Yes	No
Name of corporation or trust			
Owner mailing address			
City		State	Zip
Cell phone	Work phone	Home phone	
Email address		Alt email address	

HOA Contact Information

Is the property in a HOA?				Yes	No	(If yes all questions below are REQUIRED.)	
NOTE: If the property is in a HOA, you must forward an electronic copy of the HOA covenants to info@ritanpropertygroup.com							
Do you have permission from the HOA to lease the property?				Yes	No		
Does the HOA require specific language, exhibits or addenda in the lease?				Yes	No	If yes, describe:	
Does the HOA limit pets by number, breed or weight?				Yes	No	If yes, describe:	
Does the HOA limit the type of vehicles that may be parked on the property?				Yes	No	If yes, describe:	
HOA company name				HOA main contact			
HOA address			City		State	Zip	
HOA phone		HOA Fax		HOA email			
Move-in / Move-out Procedures: Does the HOA require an appointment to use the freight elevator to move in and move out?				Yes	No		
Does the HOA require a refundable deposit for move-in and move-out?				Yes	No	Amount: \$	
Does the HOA require a non-refundable fee for move-in and move-out?				Yes	No	Amount: \$	

Property Description

Year Built		No. of bedrooms		No. of full baths			No. of half baths		
Floors:	Hardwoods	Carpet	New Carpet	Tile	Fireplace(s):	No. of FPs:	Woodburning	Gas log	Decorative only
Kitchen:	Stone countertops		Solid surface countertops (not stone)		Stainless appliances		New appliances		
Appliances:	Dishwasher	Disposal	Refrigerator	Gas stove	Electric stove	Microwave	Washer	Dryer	
HVAC:	Gas furnace	Heat pump	Electric floor registers		Central air	Window units	Other:		
Room Description:	Separate Dining Room		Eat-in kitchen		Master on main	Utility room	Pantry	Open floor plan	
Features:	Deck	Patio	Trey ceilings	Ceiling fans	Pool	Hot tub	Fenced back yard		
	Finished basement		Unfinished basement		Security System	City water and sewage		Septic tank	Well water
Other features (use additional pages if necessary):									

Complex or Neighborhood Amenities

Pool	Tennis	Fitness Center	Business Center	24 x 7 Concierge	Club House	Movie Theater
Gated Community	Proximity to restaurants		Other (describe):			

Parking & Mailbox

1 car garage	2 car garage	Deck	Carport	Driveway only	Street only	Parking lot
Maximum number of cars allowed at any given time			Assigned parking spaces		Mailbox Number	
Other (describe):						

Access Codes, Keys & Remotes

Provide a list of all keys and remotes required to operate property, including parking and recreational facilities, if any; indicate how many of each you will furnish to RPG.

Front door key: Yes No #	Lobby key: Yes No #	Magnetic card: Yes No #	Gate clicker: Yes No #
Mailbox key: Yes No #	Key fob: Yes No #	Garage remote: Yes No #	
Alarm code:	Gate code:	Other keys (Describe):	Yes No #

Other devices required to operate property (describe):

Security System Monitoring Information

Monitoring Co.	Monitoring Phone	Monitoring Password
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Other (describe)

Lawn Maintenance

Tenant is responsible for lawn	Owner is responsible for lawn	HOA is responsible for lawn
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Other (describe):

Pet Policy

Will you allow pets? Yes No	Weight limit (optional):	lbs.
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Notes on pets:

Utilities

Water	Tenant pays	Owner pays	HOA pays	N/A
Electricity	Tenant pays	Owner pays	HOA pays	N/A
Gas	Tenant pays	Owner pays	HOA pays	N/A
Sewage	Tenant pays	Owner pays	HOA pays	N/A
Garbage	Tenant pays	Owner pays	HOA pays	N/A
Internet	Tenant pays	Owner pays	HOA pays	N/A
Cable TV	Tenant pays	Owner pays	HOA pays	N/A

If property is a condominium, check utilities below that cannot be placed in the tenant's name which you would like to us add to the lease and collect with the rent. Note: Utilities that RPG collects with the rent MUST be flat monthly fees. RPG will not collect utilities bills from tenants that vary each month.

Water – monthly flat fee: \$	Gas - Monthly flat fee: \$	Electricity – monthly flat fee: \$
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Comments on utilities:

Home Warranty and Any Other Warranties

Home warranty? Yes No	Warranty Company:	Policy No:	Phone:	Exp. Date:
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Are appliance warranties or any other warranties in effect? Yes No If "Yes," describe, and provide complete information to RPG.

Appliance warranty description:

Other warranty description (use additional pages if required):

Service Contracts and Vendor Information

Describe any other service contracts on the property that AMPRO Property Management needs to know about. Include vendor contact information.

Optional Services Requested

Additional interior property inspection with written report (annual inspections are mandatory): \$75; with video inspection, \$100
Spring and Fall gutter cleanout: \$100 per story of home (Failure to maintain gutters often leads to massive repair bills for soffits, fascia, decking, mold, etc.)
Routine Lawn Maintenance: \$70 every 2 weeks (assumes quarter acre lot)
Interior insect control, annual: \$150 for typical house

Note: Prices are subject to change without notice.

Additional Notes on the Property

Owner Signature

Date

Request To Add Property Manager As Additional Insured, increase coverage if necessary, and verify policy is a Landlord policy, not an Owner-Occupant policy.

Date: _____

Insurance Agent _____

Insurance Company _____

Address _____

Voice _____

FAX _____

Email (if avail.) _____

RE: Policy Number _____

Dear Agent:

I have asked **AMPRO Property Management** to manage my property located at

_____, which is insured with your company. Please add "AMPRO Property Management" as Additional Insured to my policy, increase coverage to a minimum of \$300,000 (if property is a single family detached home) or \$200,000 (if property is a townhome or condominium) if necessary, and verify that my policy is a Landlord policy, not an Owner-Occupant policy. Please mail a copy of the endorsement directly to:

AMPRO Property Management
P.O. Box 412
Atlanta, GA 30291

If you any questions, you may reach AMPRO Property Management at 404.593-0999. Sincerely,

Policy Owner

Date

Policy Owner (Print)