

RE/MAX OF EAGLE RIVER INC.
PROPERTY MANAGEMENT
11525 Old Glenn Highway
Eagle River, Alaska 99577
(907) 694-4200

**EXCLUSIVE RENTAL AGENCY & EMPLOYMENT AND
POWER OF ATTORNEY**

THIS CONTRACT is made and entered into and between RE/MAX of Eagle River, Inc. (RE/MAX), it's
designated Licensee _____ and _____

WITNESSETH: WHEREAS the Owners and Title Owners (Contract Purchasers) of the following
described real estate situated in:

- Municipality of Anchorage
- Mat-Su Borough

ADDRESS/LEGAL: _____

EXCLUSIVE AGENCY

The Owner hereby employs RE/MAX exclusively to rent, lease, operate and manage the above described
property upon the terms hereinafter set forth for the period of ONE YEAR from the inception date of this
contract, and thereafter for annual periods unless on or before sixty (60) days prior to the last date of the
contract of such renewal period, either party hereto shall notify the other in writing of an intention to
terminate this agreement.

EXCEPTION: Should the Owner refuse to allow RE/MAX to perform its duties according to the Landlord-
Tenant Act of the State of Alaska and the laws governing the Agency by the Real Estate Licensing Law
and local, state and federal building codes and health requirements, RE/MAX shall give Owner notice to
terminate this contract and said notice shall be mailed to the last known address.

POWER OF ATTORNEY

Owner hereby appoints RE/MAX as Attorney in Fact for the Owner and authorizes said RE/MAX to act for
the owner and in the Owner's name to sign, seal, acknowledge, and deliver applications to rent, deposit
agreements, lease agreements and related documents as shall be requisite or as RE/MAX shall deem
necessary or proper for the care, management and rental of said property as provided for in this contract
including but not exclusive of the repair, purchase of materials, contracts, and transferring of utilities for
the property in the Owner's name. The Owner specifically appoints RE/MAX Power of Attorney not only
for **THE LEASING AND MAINTENANCE OF THE PROPERTY; BUT ALSO FOR THE TRANSFER OF
UTILITIES IN AND OUT OF THE OWNER'S NAME** AND THE Owner authorizes RE/MAX to pay for this
service from the Owner's account that is maintained with RE/MAX of Eagle River, Inc. Owner further
agrees, if the funds are not available in the Owner's account to pay for said services, Owner shall forward
the necessary funds to cover these expenses on demand.

mortgage payments and the Owner shall assume the liability for the mortgage and other related expenses. Should there be no such funds available and the Owner does not provide RE/MAX with the requested moneys, the Owner assumes all liability, both financial and legal, in regard to the contractor's efforts to collect said moneys and releases and promises to protect RE/MAX from any financial or legal damage in this circumstance.

Owner authorizes RE/MAX to use RE/MAX's best judgment in handling emergency repairs and maintenance as provided and required by the Landlord-Tenant Act, health codes and local, state and federal building codes and laws regarding housing of tenants and in the best interest of the real property and improvements. Owner acknowledges that any and all appliances in or on the property must be maintained and/or replaced as required during the tenancy. Owner acknowledges that any personal property left on the premises is done so at the Owner's risk.

Owner authorizes RE/MAX to make contracts for utilities, cable, refuse, sewer, water, gas, cleaning and/or (if provide by the Owner in multi-units or authorization for tenants to purchase service in single-family residences or properties where the Owner does not provide said service), other services as RE/MAX shall deem advisable. Owner agrees to assume the obligation of any contract so entered into and, at the termination of this agreement, to have these charges for said services deducted from their account or to have these charges deducted from their account during the contract period for vacancy periods (or occupied if said services are provided by the Owner to the Tenants) and for those companies that hold the Owner liable for payments owing from the Tenant. Owner also authorizes RE/MAX to pay for snow removal and for lawn care during the growing season and for the winterization of the property during cold weather conditions and pay for the cost of this service. Owner acknowledges and authorizes RE/MAX to provide heat, water, electricity, hot water, and to repair plumbing lines, roof leaks, and other required repairs promptly as required by the Landlord-Tenant Act upon notification by the Tenant and to pay for the cost of providing these repairs or services. (Lawn care and snow removal are not normally provided for single family units unless specifically agreed upon in the lease, and there would be additional compensation(s) required from the Tenant).

ACCOUNTING

RE/MAX shall account to the Owner for receipts and disbursements on the following basis:

QUARTERLY REPORTS: All properties with six or less units. A copy of the ledger card will be provided, as needed.

MONTHLY REPORTS: Seven or more units in one location

YEAR END: Owner statements showing balance carried forward from previous statement, total rent receipts, owner contributions, other itemized receipts, itemization of expenses paid, ending balance, number of units rented or square footage if other than residential.

PAYMENTS TO OWNERS:

RE/MAX agrees to (1) mail rental proceeds as they are available to RE/MAX, or (2) to mail a deposit for the Owner to a bank account according to the information provided to RE/MAX by the Owner. It is currently the practice of RE/MAX of Eagle River, Inc. to make or begin to deposit rent money or payments after the 15th of the month. In the case where contractor moneys are due and payable and the Owner has not provided sufficient funds to pay for said billings, RE/MAX will pay said contractors when rental payments are received and said payments shall have priority over the deposit to the Owner's account. While such circumstances are rare, it does occur, and since RE/MAX's name and address are shown on all billings along with the Owner's, the Owner acknowledges and authorizes RE/MAX to make said payments as described above in the event the Owner does not provide funds upon demand or there is not sufficient money in a maintenance account.

In the event the Owner wishes RE/MAX to mail rental proceeds to the Owner or to the Owner's bank account, Owner acknowledges that deposits shall not be made until sufficient time has elapsed for the Tenant's payment to clear its/her bank account, bills have been paid, rent commissions deducted and

related expenses for properties have either been paid or received. It is currently the practice of RE/MAX of Eagle River, Inc. to issue proceeds where moneys are available to the Owner mid-month, subject to availability of funds. In addition, when RE/MAX has received notification from the Tenant to terminate the tenancy, Owner authorizes RE/MAX to withhold an additional amount of moneys, not less than \$250.00 for anticipated utilities and possible expenses during vacancy period. These moneys are in addition to the \$500.00 reserve account maintained for routine and emergency expenditures.

PAYMENTS TO RE/MAX:

Owner agrees to forward to RE/MAX any monies necessary to pay outstanding billing or mortgage payments that are not available in the Owner's account within three (3) days upon notification by RE/MAX to the Owner's last known address, allowing time for receipt. Should the Owner not provide the funds as requested, RE/MAX shall not be required to advance any moneys for the care or management of said property and Owner agrees to advance all moneys necessary therefore. If RE/MAX shall elect to advance any money in connection with the property, Owner agrees to reimburse RE/MAX and authorizes RE/MAX to deduct such advances from Owner's account or to disburse money to RE/MAX if not in account.

EMPLOYEES/CONTRACTORS:

Owner authorizes RE/MAX to contract for, discharge, and make payment on its/her behalf for all labor and materials to contractors for the operation and maintenance of the premises; and while RE/MAX is not responsible for the acts, defaults, or negligence of a contractor or employee, Owner authorizes RE/MAX to negotiate on behalf of the Owner for restitution or to provide the Owner with information regarding the contractor.

TENANT SAFETY:

Owner acknowledges that it is the Owner's responsibility to provide safe and adequate locks for the property and authorizes RE/MAX to install and change locks as RE/MAX deems necessary for the safety and protection of the Tenant. Owner shall provide a safe property including, but not limited to: adequate lighting for common areas, stairways, walkways, safe wiring, plumbing, roofing, hot water, spraying for infestation, heating, broken windows, chimney cleaning, repair, smoke detector (s), fire extinguisher (s), and other areas necessary for Tenant safety and protection. RE/MAX suggests to the Owner that it is in the Owner's best interest to provide adequate deadbolt locks on all outside doors, window locks, pin locks in glass slider doors, and locks on doors between the garage and entry to the home. Locks will be re-keyed between Tenants at Owners expense.

FINANCIAL AND/OR PROPERTY LOSS:

Owner acknowledges that by placing said property on the market as a rental property, the possibly exists for financial and/or property loss. RE/MAX makes no guarantees or warranties to the Owner regarding loss either financial or/property and RE/MAX shall suffer no loss as a result of the Employment Contract other than rent commission during vacancy periods of nonpayment by the Tenant. This contract is for the purpose of employing RE/MAX to act for the Owner in the process of securing a Tenant, signing required documents, collection and disbursement on moneys. Ordering maintenance and repairs, delivering notices, and related activities as stated in this contract. **RE/MAX shall not be held responsible under any circumstances for any losses whatsoever during the period of Management by RE/MAX of Eagle River, Inc. and Owner acknowledges that said losses are that of the Owner.**

To pay all expenses incurred by RE/MAX, including, but not limited to, reasonable attorney's fees and RE/MAX's cost and time in connection with any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to, any law prohibiting, or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided however, that the Owner shall not be responsible to RE.MAX for any such expense in the event RE/MAX is finally adjudicated to have personally, and not in representative capacity, violated any such law. Nothing contained herein shall obligate RE/MAX to employ counsel to represent the Owner in any such proceeding or suit. The Owner also agrees to pay reasonable expenses (or an apportioned amount of such expenses where other employers of RE/MAX

also benefit from the expenditure) incurred by RE/MAX in obtaining legal advice regarding compliance with any law affecting the premises or activities related thereto.

To indemnify, defend, and save RE/MAX harmless from all claims, investigations, and suits, or from actions or failures to act of the Owner, with respect to any alleged or actual violation of state or Federal labor laws, it being expressly agreed and understood that as between RE/MAX and the Owner, all persons employed in connection with the premises are employees of the Owner, not RE/MAX. However, it shall be the responsibility of RE/MAX to comply with all applicable state or federal labor laws. The Owner's obligation under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense and attorney's fees.

To give adequate advance written notice to RE/MAX if the Owner desires that RE/MAX make payment, out of the proceeds from the premises, of mortgage indebtedness, general taxes, special assessments or fire, steam boiler, or any other insurance premiums. In no event shall RE/MAX be required to advance its own money in payment of any such indebtedness, taxes, assessments, or premiums.

RE/MAX does not assume and is given no responsibility for compliance of any building on the premises or any equipment therein with the requirements of any statute, ordinance, law, or regulation of any governmental body of any public authority or official thereof having jurisdiction, except to notify the Owner or forward to the Owner any complaints, warnings, notices, or summonses received by it relative to such matters. The Owner represents that to the best of his/her knowledge the premises and such equipment comply with all such requirements and authorizes RE/MAX to disclose the ownership of the premises to any such officials and agrees to indemnify and hold harmless RE/MAX, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violations of such laws, ordinances, statutes, or regulations.

In the event it is alleged or charged that any building on the premises or any equipment therein or any act failure to act by the Owner with respect to the premises or the sale, rental or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereof, and RE/MAX, in its sole and absolute discretion, considers that the action or position of the Owner or Registered Manager with respect thereto may result in damage or liability to RE/MAX, RE/MAX shall have the right to cancel this agreement at any time by written notice to the Owner of its election to do so, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive RE/MAX's statement at the address designated for such person, and if served by mail shall be deemed to have been served when deposited in the mails. Such cancellation shall not release the indemnities of the Owner to RE/MAX for any payment, reimbursement, or other sum of money then due and payable to RE/MAX there under.

INSURANCE:

Owner acknowledges their responsibility for adequate insurance coverage for the property and any liability from injury suffered by any person on or about the property. Owner shall maintain insurance at all times on the property for both loss and liability and said policy and policies shall be written as to protect RE/MAX in the same manner and to the same extent as they shall protect the Owner. RE/MAX shall not be liable for any error of judgment or for any mistake of fact of law or for anything which RE/MAX may do or refrain from doing, except in cases of willful misconduct or gross negligence. RE/MAX shall make judgments based on information available to him/her and funds available for the Owner. RE/MAX shall make decisions deemed to be reasonable but acknowledges that providing rental properties is a risk and liabilities can be expected and employing an RE/MAX does not relieve the Owner of said liabilities. **Owner shall provide RE/MAX with a copy of insurance coverage showing RE/MAX of Eagle River Inc on the policy as the Property Management Licensee with required coverage to protect RE/MAX.**

Owner agrees to indemnify, defend and save RE/MAX harmless in connection with the property management and from liability for damage to property and injuries to or death of any employee or any other person whomsoever. RE/MAX may, but shall not be required to place insurance and charge cost thereof to the account of the Owner does not have insurance coverage. **All insurance policies shall provide that REMAX shall receive thirty (30) days written notice prior to cancellation of the policy.**

PROPERTY INSPECTIONS:

RE/MAX shall inspect the property at the end of each tenancy and make a determined for the Tenant's refund of deposit based on the condition of the property and the requirements of the Landlord – Tenant Act refund of Tenant deposit. RE/MAX shall also perform periodic exterior drive-by inspections of the property and notify the Owner if there are maintenance requirements (exterior painting, gutters, roof pruning, etc.).

Owner shall notify RE/MAX if Owner desires to inspect the property. RE/MAX and Owner are required to give the Tenant 24 hour written notice subject to availability of the Tenant and only during reasonable hours and with the Tenants consent. No property shall be entered unless permission is granted by the Tenant, except in case of emergency which would put the property at risk or abandonment of the property by the Tenant.

OWNER MAINTENANCE/REPAIRS:

If the Owner of the property wishes to perform the maintenance, repairs, and work related to the refund of the Tenant (s)'s deposit, the Owner hereby agrees to perform said work within the time constraints of the Landlord – Tenant Act. Upon notification by the Tenant of a maintenance request, RE/MAX shall attempt to notify the Owner. If the Owner is not available, RE/MAX shall notify the Owner in writing. If the Owner cannot be contacted or does not contact RE/MAX, RE/MAX shall make arrangements for required work with a subcontractor if the work requirements are necessary to be completed to comply with the Landlord-Tenant Act. In the case of work requirements that must be done within a 24-hour period, if the Owner is not available by phone or email, RE/MAX shall order the work done on the Owner's behalf and Owner shall pay for said expense (s).

TERMINATION OF TENANCY-OWNER REPAIRS:

At the time of termination of the Tenancy, RE/MAX shall inspect the property and make a determination of the work requirements and the charges that are the responsibility of the Tenant. If the Owner is going to perform or contract to perform with a subcontractor these work requirements, Owner agrees to provide RE/MAX with an itemized billing for the Tenant's charges within ten days of the date the keys are returned to RE/MAX. If the work is so extensive that the work relating to the Tenant charges cannot be completed within the ten-day period, the Owner shall have subcontractors provide bids for the billings and provide RE/MAX with the billings so the disposition of the deposit can be made to the Tenant within the time frame required by the Landlord-Tenant Act. In the event said billings are not received, RE/MAX shall make a determination of the cost to the best of its ability and refund or forfeit the deposit based on this determination.

DEFAULT IN RENT: LATE NOTIFICATION OR 7 DAY NOTICE:

If Tenant has become delinquent in rental payments and/or any other moneys owing, RE/MAX is authorized to send a written "Notice to Quit" (commonly called an eviction notice). The written notice will tell the Tenant that he/she must pay their overdue rent or other moneys owing or move out of the premises within 7 days. If the Tenant does not respond in a timely manner to the notification or has not vacated the premises within the 7 day period, RE/MAX shall file a complaint to start an action for forcible entry and detainer. If the Tenant can make arrangements to pay the rent, Owner authorizes RE/MAX to negotiate and work with the Tenant to collect the moneys.

Owner acknowledges that by placing the property on the rental market and leasing said property, the possibility exists that a Tenant may not pay the rental moneys owing and legal fees may be incurred to remove the Tenant from the property. Costs are also usually incurred getting the property restored for the new Tenant. Owner acknowledges that said costs and losses are that of the Owner and authorizes RE/MAX to turn these costs over to a collection agency on their behalf. Owner acknowledges that these

moneys are seldom collected from the Tenant but authorizes RE/MAX to act on the Owner's behalf to provide information to an agency or attorney for these purposes and to negotiate for the payment of these moneys.

LATE PAYMENTS/NSF CHECKS/FEES:

Rents are due on the first of every month and are to be received in RE/MAX's office and/or post marked no later than the first unless otherwise negotiated. In the event the Tenant has become delinquent but does pay the moneys owing on the account, a late fee of \$50 if paid between the 6th and 10th of the month and \$50 after the 10th of the month is assessed and the late fees shall be divided between the Owner (30% of the late fee) and RE/MAX (70% of the late fee). Should the Tenant have a check returned there is a \$35 fee assessed for the bookkeeping services required, and said fee shall be retained by RE/MAX. Fees paid by the Tenant for services shall be retained by RE/MAX. Reimbursements to Owner shall go to the Owner.

REMODELING/RECONSTRUCTION/MAJOR PURCHASES:

In the event it is necessary for RE/MAX to coordinate the remodeling, reconstruction, and/or purchase of major items for the property, there shall be a fee assessed to the Owner of 5% of the gross costs involved with a minimum fee of \$50. It does not apply to routine maintenance requests, hot water heaters, or purchase of major appliances.

FEES:

Owner agrees to pay RE/MAX the following fees which shall be charged to the Owner's account and deducted from moneys available in said account each month in which they are due or shall be forwarded to RE/MAX upon demand if the account is not sufficient to cover said expense(s).

1. **Management Fee:** 10% of the gross monthly rental rate (regardless of rent credits, bonuses allowed tenant, work or materials given to tenant or other rent credits and reductions).
2. **Leasing Fee:** 10% of the gross monthly rental amount for any initial lease negotiated by RE/MAX. Thereafter a flat fee of \$_____ for all subsequent leases negotiated by RE/MAX.
3. **Resident Manager Fee:** \$_____ rent credit allowed for manager renting a unit.
4. **Late Fee Paid by Tenant:** RE/MAX retains 70% / Owner is credited with 30%.
5. **Forfeited Deposits / Collections Amount Paid:** Same percentage as management fee.
6. **Cancellation Fee (Prior to end of Contract Term):** Amount equal to rent commissions that would be collected for the remainder of the contract term based on premise of full occupancy and full rent collected for the remainder of the term of the contract.
7. **Vacant Properties:** \$50 Minimum per month for properties vacant longer than 5 days that are not listed for rent or sale with RE/MAX of Eagle River Inc.

FEES COLLECTED BY RE/MAX FROM THE TENANT:

Additional Receipts

Additional fee charged if Tenant chooses to bring in several checks for payment of rent instead of one check (as in the case of multiple Tenants). RE/MAX charges the Tenant an additional fee for booking in this event which is received into the Owner account and then transferred to RE/MAX. Said fee is \$5.00 per receipt.

Late Fees

\$50 after the fifth and \$50 after the tenth is charged to the Tenant if rent is not received and paid in full by the fifth. Late fees are also charged if checks are returned by the bank. RE/MAX reserves the right to

waive the late fee to a Tenant or to collect rent without a late fee and bill back to the Tenant for delayed collection depending on the circumstances. Fees are shared between RE/MAX and Owner (See "Fees").

Assignment-Subletting

The Tenant may not Assign or Sublet the premises to any other person without written consent of RE/MAX. RE/MAX reserves the right to charge the Tenant \$50 per week for each extra person living in the residence not considered to be a short-term guest(s).

NSF Fees

Tenant shall pay a \$35 fee for returned checks which shall be paid to RE/MAX. RE/MAX also reserves the right to charge a late fee to the Tenant if the check is not replaced immediately upon notice and the late fee shall be split as described in a previous section.

Work Orders

In the event that a Tenant causes a repair or expense to be made on the property that is determined to be a Tenant expense, that repair shall be paid out of the Owner deposit to the subcontractor and then billed back to the Tenant. RE/MAX shall make every effort to collect said moneys from the Tenant, but will, in no event, be held liable for said collection if the account is uncollectible. Tenant shall be charged a "trip charge" if Tenant is not home when the repair is scheduled. Tenant shall also be charged for the cost of replacing lost keys and/or re-keying of the premises when keys are not turned in prior to the move-out inspection.

Move-Out

In the event a Tenant turns in keys to a property at the termination of tenancy and the property is not ready to inspect, RE/MAX charges the Tenant a \$25.00 fee in the event a second inspection must be made and those moneys are payable to RE/MAX, when collected.

TERMINATION:

Owner shall notify RE/MAX of the termination of this contract as specified in paragraph 1 (Exclusive Agency). Notice shall be in writing. In the case of a single-family residence that the Owner anticipates occupying, return must be coordinated with the expiration of the Tenant's lease agreement or proper notification to the Tenant if on a month-to-month basis (received 30 days prior to the rent-due-date). It is the best interest of the Owner to allow the Tenant up to 60 days notice so that the Tenant will have ample time to find another property and organize a move to accommodate the Owner's return date. RE/MAX agrees to serve such notification on the Owner's behalf. Notice to the Tenant shall only be served upon written receipt of notice from the Owner requesting such notice.

When contract is terminated, RE/MAX shall provide Owner with information on the Tenant(s) of occupied properties at a fee of \$10 per Tenant. All mortgage coupons and other related information shall be returned to the Owner. RE/MAX of Eagle River Inc shall retain for a period of 30 days after the termination date, the following moneys in the Owner's account:

Single Family Residence: An amount equal to one month's rent after billings are paid.

Two/Four Units: An amount equal to the highest rent for one unit, plus \$200 and moneys required for current billings.

FIVE OR MORE UNITS: An amount equal to the highest rent for one unit, plus \$100 for each unit up to \$700 and moneys to pay all current billings. If the above moneys are not sufficient to cover moneys owing for billings to utility companies, subcontractors, rent commissions owing of fees owing RE/MAX of Eagle River, Inc, and any and all other moneys owing on the property billed to RE/MAX of Eagle River Inc, Owner agrees to provide the moneys on demand. Deposit moneys for current Tenants shall be transferred to the Owner after receiving Tenant Release Letters and Owner shall be responsible for notifying the Tenant(s) that the deposits have been transferred and where the deposit(s) is being held (name and address of bank) and shall be responsible for any claims against said deposit(s). Owner shall

also notify the Tenant(s) of the name and address required for future payments and a phone number and name of a management company or an individual in the State of Alaska to call for maintenance requests. RE/MAX shall have no further responsibilities, either legal or financial, upon termination of the contract. Owner shall be responsible for mortgage payments. Owner shall provide Tenant deposit releases signed by current Tenants prior to transfer of deposits.

INCEPTION OF CONTRACT:

Owner shall provide RE/MAX with:

1. signed contract
2. proof of ownership (copy of a mortgage coupon, tax assessment, deed, or other paperwork showing the name of the Owner and address of the property)
3. copy of insurance policy, name and phone number of RE/MAX, showing coverage for RE/MAX of Eagle River, Inc.
4. property information
5. related information necessary for the management of the property according to the terms of the contract
6. keys to the property
7. \$500 maintenance reserve (minimum)
8. paperwork for current Tenants, if occupied
9. deposit moneys for current Tenants in occupied properties

SALE OF PROPERTY:

Should the Owner elect to sell the property while this contract is in effect, the Owner shall notify RE/MAX, giving the price and terms and RE/MAX shall have the exclusive right to obtain a purchaser for a period of not less than 90 days and the Owner shall sign a listing agreement for that term, if the Owner elects to list the property with a Real Estate Licensee. In the event the Tenant secured by RE/MAX of Eagle River Inc purchases the property, the Owner shall pay RE/MAX a 6% commission based on the sale price.

RE/MAX of Eagle River, Inc. is a member of the Alaska Multiple Listing Service, Local, State, and National Association of Realtors and can offer marketing programs available in Alaska. We also have a national referral program to bring out-of-state buyers information on properties available through our office. If Owner wishes to purchase property in other areas, RE/MAX of Eagle River Inc can provide Owners with referral services in that area.

MISCELLANEOUS AREAS:

RE/MAX of Eagle River, Inc has determined that some areas are important to the best interests of the Tenant, Owner, and the property. Consequently, we feel the following areas are important during the contract period.

1. Utilities will always remain on during vacancy periods. It is required for insurance purposes and necessary for the maintenance and showing of the home. In addition, Alaska's cold winters can cause severe damage to a property when the utilities are turned off.
2. Prior to renting, all properties will be clean, carpets professionally cleaned and routine maintenance items completed. Over an extended period of time, it may be necessary to have some deep cleaning done to properties that cannot be charged back to the Tenant, but it is in the best interest of the property and re-renting the property to prospective Tenants.
3. Painting and touch-up painting as required, between tenancy periods.
4. Regularly scheduled rent increases in moderate but reasonable increments for long-term tenants.

5. If property is managed for an extended period, exterior painting, pruning of trees and shrubs, and bark mulch replacement may be recommended. RE/MAX shall notify Owner if these areas are required or recommended.

6. Routine cleaning of chimneys, roofs (if moss problems occur), and gutters.

7. Recognition of the Tenant's right of privacy and the requirement for written notification 24 hours prior to inspection of a property. We never enter a property without a Tenant's permission except in case of an emergency, which can be deemed to be creating an endangerment to the property, or if Tenant abandonment of the property is suspected.

8. We like to have neighbors and other residents of the area know who we are and that we manage the property so they can contact us if they see any problems.

9. From time to time it may be necessary for RE/MAX to make decisions to waive some requirements for a Tenant which RE/MAX believes to be in the best interest of the Owner, the property, good Owner-Tenant relation (for example, waiving a late charge for a Tenant with a good payment record who pays after the 5th with good cause) or a circumstance RE/MAX feels reasonable (for example, death, fear of safety, good tenant who has completed at least 80% of lease contract and property re-rents with no loss to Owner).

Other Areas of Mutual Agreement:

Phone Number Home: _____ Work: _____

Message/Fax: _____

Phone Number of current Tenant: _____

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

Owner and RE/MAX acknowledge that there are no other agreements verbal or written other than those stated on the contract for Exclusive Rental Agency and Employment Contract and Power of Attorney and Property Inspection Form unless noted above or attached to this agreement and noted as follows:

Date: _____

Owner: (Printed) _____ (Signature) _____

Owner: (Printed) _____ (Signature) _____

Property Management Division RE/MAX Licensee _____

Property Information:

Address: _____ City _____ Zip _____

Directions: _____

DATE PROPERTY AVAILABLE TO RENT:

Lease Term: () 6 months () one year () not to expire in winter (adjust term to suit according to time of year that the property is available)

Occupants: Adults () 2 () 3 Children () 1 () 2 () 3 () 4 () willing to negotiate on number of occupants as follows: _____

Pets: () No () Yes Restrictions:

Pet Fee: () No () Yes I/We understand that if I do not want pets on the property, we are limiting the number of potential tenants and may have longer vacancy periods. **Initials:** _____

Rent: \$ _____ (Would be willing to negotiate to: \$_____).

Security Deposit: \$ _____

Are there any warranties on appliances () No () Yes. List covered appliance and who should be contacted:

If you wish to do your own repairs or use a particular contractor, please list:

Phone Number: _____ Last Date Chimney cleaned: _____

Last Date Draperies cleaned: _____

Please list any problems we need to know about the property:

Do you have any contacts on the home for periodic service (yard care, furnace cleaning, Spraying, etc?)

() No () Yes, Please list and include phone numbers: _____

Are there any merchandise lease contacts (Hot Water Heaters, Furnaces, etc? () No () Yes Please list Contract holders above.

Insurance Company: _____ RE/MAX: _____

Phone Number: _____ Policy Number: _____

Who pays for policy (Owner/Mortgage Co.): _____

Who pays tax assessment: (X) Owner () Mortgage Co. _____ Amount: _____
Due Date: _____

Who pays sewer assessment: (X) Owner () Mortgage Co. (if applicable)

Name and address of relative or close friend in this area:

Phone Number: _____

Name and address of Relative as permanent address of record:

Phone Number: _____

Mail reports for Owner to the following address: _____

(Please notify RE/MAX of any change of address and/or phone number).

If you are still occupying the home, may our RE/MAX Licensee's show it to prospective tenants with a key if you are not at home when we call for a showing if you are not available

() Yes () No, call for another appointment.

Utilities: If the property is not rented prior to the Owner's departure, the Owner would like the utility bills:

() Forwarded to their new address

() Billed to RE/MAX and the Owner will provide RE/MAX with funds prior to leaving the area for the purpose of paying the billings.

Special Amenities in the home or on the property:

SCHOOLS:

Elementary: _____

Jr. High: _____

Sr. High: _____

YARD CARE:

- () Tenant does all Yard Care
- () Owner provides Yard Care

UTILITY COMPANIES:

Electric: _____

Gas: _____

Fuel Oil: _____ Size of tank _____

Sewer: _____

Garbage: _____

Water: _____

Other: _____

Please list all gas appliances: _____

What is your average bill? Gas: \$ _____ Electric: \$ _____

Water: \$ _____

Anticipated date of return to property _____

I/We do not intend to return to property () Investment Only

We would be interested in selling the property at a future date () No () Yes

Where did you hear of RE/MAX of Eagle River, Inc.?

- () Yellow Pages () Newspaper Advertising () Signs on other properties () National Recognition:

() Referral from other Owner/Tenant: _____

() Other _____

Thank you for allowing RE/MAX of Eagle River, Inc. to provide you with our property management services. Please do not hesitate to contact us with any suggestions, questions, or concerns. We are available Monday through Saturday at 907-694-4200 or leave a message on our answering machine in the evenings or on Sunday. We recommend that you call Monday through Friday when our office staff is available from 9:00 AM – 5:00 so that we can provide a quick response to your questions.

Licensee for the Owner: _____ Date: _____

RE/MAX of Eagle River, Inc.

Owner: _____ SSN: _____
(Printed)

(Signature) Date: _____

Owner: _____ SSN: _____
(Printed)

(Signature) Date: _____