

PROPERTY MANAGEMENT AGREEMENT

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DATE OF SIGNING: _____ EFFECTIVE DATE: _____

OWNER ("LESSOR"): _____

PROPERTY MANAGEMENT FIRM ("FIRM"): JEVONS PROPERTY MANAGEMENT

PROPERTY ADDRESS: _____

LESSOR HEREBY GRANTS TO LISTING FIRM THE SOLE AND EXCLUSIVE RIGHT TO LEASE THE REAL PROPERTY LOCATED AT THE LISTED PROPERTY ADDRESS.

LESSOR INTENDS TO LEASE THE PROPERTY FOR THE FOLLOWING TERMS:

1. **DEFINITIONS.** For purposes of this Agreement (a) "lease" including a lease; a rental agreement; and/or an option to purchase.
2. **AGENCY/DUAL AGENCY.** Lessor authorizes Firm to appoint Kevin Epp as Lessor's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Lessor's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Lessor, except to the extent that Firm, in its discretion, appoints other brokers to act on Lessor's behalf as and when needed. If the Property is leased to a tenant represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Tenant's Broker"), Lessor consents to any Supervising Broker, who also supervises Tenant's Broker, acting as a dual agent. If the Property is leased to a tenant who Listing Broker also represents, Lessor consents to Listing Broker and Supervising Broker acting as dual agents. Lessor consents to Firm receiving compensation for more than one party.
3. **COMPENSATION.**
 - a. **Listing Firm Compensation.** 10% of gross monthly rent + \$1,500 leasing fee.
 - b. **Gross Monthly Rent.** The sum of all rents received in a one month period.
 - c. **Leasing Fee.** Required when the Firm must make ready the property and sign a new lease with new tenants at the Property.

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- 4. PROPERTY ACCESS AND LOCKBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property. Such keybox may be opened by a key held by members of the Listing Firm, their brokers, affiliated contractors, and prospective Residents. Unless otherwise agreed in writing, the Listing Firm and other members shall be entitled to show the Property at all reasonable times.
- 5. PROPERTY CONDITION AND INSURANCE.** Neither the Firm, nor any members to which this listing is referred, shall be responsible for, and Lessor shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Lessor is advised to notify Lessor's insurance company that the Property is listed for lease and ascertain that Lessor has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Lessor should request that a vacancy clause be added to Lessor's insurance policy. Lessor Acknowledges that intercepting or recording conversations of person in the Property without first obtaining their consent violates RCW 9.73.030 and Lessor shall indemnify and hold Firm and other members harmless from any related claims.
- 6. LESSOR'S WARRANTIES AND REPRESENTATIONS.** Lessor warrants that Lessor has the right to lease. The Property on the terms herein. If Lessor provides Firm with any photographs, drawings, or sketches of the Property, Lessor warrants that Lessor has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Lessor shall indemnify and hold Firm and other members harmless in the event the foregoing warranties are incorrect. Lessor represents, to the best of Lessor's knowledge, that the Property information on any listing input information is correct and that the Property is free and clear of any encumbrances that would interfere with a lease of the Property. Lessor authorizes Firm to provide the property information in this Agreement and the listing input information Lessor has provided to prospective tenants and any cooperating members affiliated or working with the Firm who do not represent Lessor and, in some instances, may represent the tenant, and to licensed brokers, subject to any restrictions imposed by the Lessor.

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- 7. FAIR HOUSING.** Lessor acknowledges that local, state, and federal fair housing laws prohibit discriminated based on sex, marital status, sexual orientation, gender identity, race, creed, color, case, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.
- 8. ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.
- 9. DISBURSEMENT OF OWNERS FUNDS.** Firm agrees to collect rents from tenants and to disburse funds by direct deposit or as instructed by Lessor on or before the 10th day of the current month, provided, however, that the rents have been received from the tenants. If the 10th of the current month is a non-banking day, such as a weekend or holiday, then the funds will be disbursed the following banking day.
- 10. STATE OF THE PROPERTY.** The Lessor shall pay to maintain the property in a clean and functional state that always complies with all applicable laws and regulations at all times. The owner shall maintain sufficient funds to cover all invoices by their due date. The owner shall keep current all taxes, insurance, permit fees, and HOA dues.
- 11. NOTICE OF RESIDENT ASSISTANCE.** We provide various services to assist residents in facilitating utility hookups while also reducing operational costs for property owners. This program is called a "move-in program" or "utility concierge service" and is designed to aid tenants in transferring utilities into their name prior to moving in. This service comes at no cost to Lessor or tenants; tenants are solely responsible for charges directly associated with selected services (such as cable, internet, security, or satellite). While service providers may vary and occasionally offer compensation to the Firm for referrals, property owners will never incur charges for this assistance.

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12. LEASE TO OWNER NOTIFICATION. In accordance with Real Estate Commission regulations, Lessor should be aware that Firm may occasionally receive incentives, reimbursements, referral fees, or cash payments from business associates such as cable companies, internet service providers, contractors, and vendors. These incentives, ranging from 2-10% of the total price, may arise from referrals or participation in joint business arrangements related to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts. For any inquiries regarding this program, please email us.

13. MOLD CLAUSE. As owner of the property, Lessor agrees to the following:

- a. **Moisture Accumulation.** At time of signing this agreement, Lessor confirms they will remove or schedule with Firm the removal of any visible moisture accumulation in or on the Property, including on walls, windows, floors, ceilings, and bathroom fixtures.
- b. **Notification of Management.** Lessor will notify Firm in writing of the presence of the following. (a) A water leak, excessive moisture, or standing water inside the premises. (b) Mold growth in or on the Property that persists after Lessor has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach. (c) A malfunction in any part of the heating, air conditioning, or ventilation system in the Property. (d) Any other deficiencies that could be reasonably tied to mold growth at Property.
- c. **Solutions.** If these deficiencies are found, Firm will attempt to remedy these cases and Lessor will be responsible for the repairs and any other related services.
- d. **Liability.** Lessor shall be liable to the Firm for mold or lead damages sustained to the Property that can be proven to be had prior to leasing taken place or of Lessor's failure to comply with the terms of this Agreement.

14. OWNER CHECKLIST. The attached Owner Checklist must be fully completed by Lessor. Any task uncompleted on the Owner Checklist will be billed at \$75/hr plus materials if completed by Firm or at-cost by any third party vendor.

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15. EMERGENCY CONTACT INFORMATION.

- a. The intent of the Emergency Contact is to have someone to speak to regarding the whereabouts or status of a Lessor (Owner) in the case Firm cannot reach Lessor for a prolonged period of time.
- b. Emergency Contact **will not** make financial decisions on behalf of Lessor unless a legal contract in writing supersedes this.
- c. Emergency Contact will be used to determine the whereabouts or status of Lessor, and/or identify next-of-kin or other representative of Lessor's estate in the case of death, incapacitation, or otherwise.
- d. **Emergency contact cannot not be another Lessor named on this Property Management Agreement.**
- e. Non-Owner Emergency Contact Name: _____
- f. Non-Owner Emergency Contact Phone: _____
- g. Non-Owner Emergency Contact Email: _____
- h. Non-Owner Emergency Contact Relationship: _____

16. ANCILLARY FEES AUTHORIZATION. Lessor authorizes Firm to charge and collect ancillary fees from tenants as permitted by the lease agreement and applicable law. Such fees may include, but are not limited to, administrative fees, pet fees, lease processing fees, late fees, inspection fees, utility administrative fees, and other lawful tenant-paid charges established by Firm. Any such fees collected from tenants may be retained by Firm as compensation for services unless otherwise stated in this Agreement.

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17. PET DAMAGE GUARANTEE.

- a. Firm provides Lessor with a Pet Damage Guarantee. Subject to the terms of this Agreement and tenant's lease, Firm guarantees reimbursement or coverage for pet-related damage to the Property up to \$2,500 in excess of the tenant's security deposit.
- b. The tenant's security deposit shall always be applied first towards any damages. If pet-related damages exceed the security deposit and additional fines are not recoverable from the tenant, Firm will reimburse Lessor for covered pet-related damages up to the \$2,500 guarantee amount.
- c. The guarantee applies only to actual pet-related damage beyond normal use and does not apply to damage caused by humans, unauthorized animals, neglect of the property, structural or pre-existing conditions, or routine maintenance items. Firm retains sole discretion to determine whether damage qualifies as pet-related under this guarantee.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF _____ AND SHALL EXPIRE AFTER 12 MONTHS. UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY BE RENEWED ON A MONTH-TO-MONTH BASIS UNLESS TERMINATED IN WRITING AFTER 30 DAYS BY EITHER PARTY. UPON TERMINATION LESSOR SHALL PAY TO MANAGER ANY FEES, COMMISSIONS AND EXPENSES DUE MANAGER UNDER TERMS OF THIS AGREEMENT, WHICH ARE OWED TO MANAGER.

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO. IN WITNESS WHEREOF, THE PARTIES HERETO HEREBY EXECUTE THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN

LESSOR: _____ **DATE:** _____

LESSOR: _____ **DATE:** _____

BROKER: _____ **DATE:** _____

Kevin Epp, Broker

Property Owner Rental Checklist

You must complete the following tasks in order to rent your home.

Any tasks uncompleted will be billed at \$75/hr plus materials if completed by us, or at-cost by any third party vendor.

- You will schedule and pay for your entire home, including floors, to be professionally cleaned. We recommend: Betty's Cleaning 253.208.9700, Sasquatch Eco Clean 360.800.7008, or Clean2Shine 253.294.3060.
- 3x total front door keys and 2x mail keys. Ensure they unlock the front door. Leave one duplicate in the lockbox on your door.
- 2x Garage Door openers with garage door code labeled on them.
- Remove all personal belongings, food, and clutter. The home must be completely empty.
- Replace batteries and test all smoke and carbon monoxide detectors.
- Confirm location of carbon monoxide detector(s). You must buy CO detectors if you do not have any.
- All 'foggy' windows (broken seals) are replaced. Liberty Glass 253.531.1061.
- All window tracks are free of mold/mildew.
- All air and furnace Filter(s) replaced.
- All air ducts are cleaned. Clear Air Duct Cleaning 253.273.4254.
- Refrigerator water filter(s) replaced.
- Print a copy of HOA CC&Rs and leave in a drawer.
- Get landlord insurance. Michelle Morales (206.575.1111) mmorales@farmersagent.com
- All appliances must work, including fridge ice/water dispensers. Ivan's Appliance Repair 253.222.7696.
- All heaters, fans, lights and light fixtures must work and have working light bulbs. Electrical Outfitters (Pierce) 253.317.7722 or Brown Electric (Thurston) 253.405.2435.
- All electrical outlets must work and have plastic covers over them.
- Toilets that "run constantly" or do not flush entirely must be fixed. Law Plumbing 360.239.0369.
- All blinds or curtains that do not work fully or have broken or stained slats must be replaced.
- Patios and siding must be powerwashed and clear of all moss/dirt/debris. (Cleaner Solutions 360.339.1918)
- If it hasn't been done in the last two years, your roof must be softwashed (Cleaner Solutions 360.339.1918)
- You must get any requisite business license or certifications for your home. (i.e. Tacoma and Lakewood.)
- Screens must be in all windows and sliding doors. Replace all damaged screens.
- Change your USPS, Amazon, beauty and supplement accounts, and any other auto-renew subscription addresses. We charge \$75/hr for any package we must pick up and send to you.
- **Septic:** must be pumped and inspected. (Howdys Doody 360.584.9936)
- **Pets:** if you had pets, you must have your carpets treated. Schedule an appointment with Marty (Tacoma CleanPro) at 253.229.7499. You can choose whoever you like, Marty is the best value we have found.
- **Pets:** all pet feces, toys, and sign in the yard and home are removed.
- Have your lawn cut the day before you leave. Alan with Summit Landscaping (Pierce) 253.359.5453 or Keegan (Thurston) 253.332.4609.
- Utilities will remain **ON** and in your name until a tenant moves in (except Wifi). This enables showings, pictures, and cleaning. We handle transferring them to the tenant.
- Except for TV mounts, all nails and anchors are removed from walls.
- **Paint:** patch, sand and paint all holes larger than a pencil eraser, and any walls with more than 5x scratches/holes regardless of size. If there is anything that requires painting to be "rent ready" after you have left, it will be billed to you.
- No trash in any trash bins.
- Outdoor cameras must be disconnected. Any indoor cameras must be removed entirely.
- All toilet paper holders and towel/curtain rods are firmly secured to walls and do not fall out.
- Lights on all appliances (microwave, oven, fridge) must work.
- All chimneys and wood burning stoves must be swept. A-1 Chimney Sweep 360.353.3521.
- Fireplaces (wood/gas/electric) must work. Any old ash/embers must be disposed of. (Tacoma Fireplace 253.314.4306)
- Working sink plungers/stoppers in all sink drains.



REAL ESTATE BROKERAGE IN WASHINGTON

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an “agent” and the seller/landlord and buyer/tenant is referred to as the “principal.” For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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Northwest Multiple Listing Service
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RCW 18.86.120

Owner/Agent Name: _____

Resident Name(s): _____

Premises Address: _____

Building Name: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners/Agents must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(A) The presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and-or lead based paint hazards are present in the housing as follows:

(ii) _____ Owner has no knowledge of lead based paint and/or lead based paint hazards in the housing.

(B) Records and reports available to the Owner/Agent are (check (i) or (ii) below):

(i) _____ Owner has provided the Resident with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing as follows:

(ii) _____ Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Resident's Acknowledgment (initial both as received)

(A) _____ Resident has received copies of all information listed above.

(B) _____ Resident has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

_____ (initial) Agent has informed the Owner/Agent of the Owner's/Agent's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

Owner/Agent: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____