



PROPERTY MANAGEMENT AGREEMENT

And Exclusive Agency Agreement

Property Owner _____

hereby appoints Sierra Vista Realty, Inc. (herein called Agent) and Agent hereby accepts appointment on the terms and conditions hereinafter provided as sole and exclusive agent for leasing, and/or lease option to purchase, management and operating the residential property located at:

Property Address: _____ City: _____
County: **COCHISE** State: **ARIZONA** Zip: _____ A.P.N.# _____

If Owner is not an individual, Owner is a: estate corporation limited liability company (LLC) trust partnership limited liability partnership (LLP), which entity was chartered or created in ____ (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as _____ (title) for the Owner.

TERM; RENEWALS; TERMINATION.

1. This Agreement shall be in effect for a _____ year period beginning on _____ and ending on _____ (the "Anniversary Date"). This Agreement shall automatically renew for additional one year periods immediately following upon each Anniversary Date, unless the Owner or Agent terminates this Agreement in writing not less than thirty days prior to the Anniversary Date.
2. Either party may terminate this Agreement by giving the other party not less than 30 days written notice of intention to terminate. Owner agrees to pay Agent the remaining management fee potential if property is occupied by a tenant that Agent leased to, if Owner decides to cancel contract without cause. * No termination fee should apply beyond the current tenant lease period.
3. Owner to assume responsibility for any and all service contracts in force at the time of termination of this agreement.
4. At the Agent's sole discretion, the Agent shall terminate this agreement if any of the following events occur: Agent receives any type of violation notices that the Owner is unable or unwilling to rectify within a reasonable time period; Owner lists said property with another Real Estate Company; Owner sells said property; any transfer or change in ownership; foreclosure, condemnation; Owner's refusal to allow Agent to collect rents, fees or other monies and/or when an event or action by Owner, tenant, natural disaster, fire, accident, property damage, or governmental agency prevents Agent from performing Agent's duties.

AGENT ACCEPTS THIS AGREEMENT AND AGREES TO:

1. Use diligence in the rental of the premises. To determine the rent by comparison with recently leased properties.
2. To screen applicants by verification of employment, credit rating, references and criminal background.
3. Collect rents, security deposits, and any other receipts, deposit all such monies into a trust account with a qualified banking institution. Owner understands and agrees that Security Deposits are the property of the Resident, until such time as they are returned to the Resident or forfeited to Owner according to the terms set forth in the lease, and that such funds will be deposited into a trust account. These accounts shall be separate from the Agent's personal accounts and may be interest bearing. Interest collected shall be used to offset bookkeeping and banking expenses. Agent is not responsible for loss of funds due to failure or bankruptcy of the said banking institution.
4. To inspect the property between tenants, conduct drive-by inspections of the Property when in the area and any other inspections as needed.



5. Render monthly statements of receipts, expenses, and charges on or about the tenth (10th) of the month to the Owner by email, including copies of all work orders for repairs. In the event disbursements would exceed the receipts and reserve funds held for repairs, Owner hereby agrees to remit to Agent any shortage promptly.

OWNERS HEREBY GIVE THE AGENT AUTHORITY AND POWER TO DO THE FOLLOWING:

1. To advertise the property for rent in a reasonable manner: this could include the placing of signs, print advertising, placing property on our websites, the REALTOR® MLS system, and placement on Fort Huachuca Housing List.
2. To execute leases for terms not to exceed one year, make decisions on renewals or cancellations of leases relating to the property; to terminate tenancies, forgive rents, and to sign and serve for the Owner such notices as Agent deems appropriate; to institute legal actions in the name of (and expense of) the Owner, to evict tenants and recover possession of the premises, to recover rents and other sums due; to settle, compromise and release such actions.
3. Owner requests rent on said property to be set at \$ _____ per month. However, Agent has the authority to reduce the rent to any level but not lower than \$ _____ if a tenant cannot be found in a reasonable length of time. Initials _____
4. To hire/employ independent contractors, supervise and discharge all labor required for the operation and maintenance of the property. Owner acknowledges that in an attempt to reduce maintenance costs. Agent shall take charge of all repairs, decorating and alterations and to purchase supplies therefore Agent agrees to obtain Owner's prior authorization for any expense item in excess of \$200.00, except monthly or recurring operating charges or emergency repairs; or in the event the Owner is not reasonably available for consultation; or if the Agent deems such expenditures in excess of this amount is necessary for the protection of the property from damage or to prevent damage to life or to the property of others; or to avoid suspension of necessary services to the tenants. Owner hereby relieves Agent from any and all liability pertaining to said repairs/alterations and acts of said third parties. This shall include, but not be limited to, property repairs/alterations contracted by the owner and utility connections contracted by Agent. In the event of the inability or refusal of the Owner to pay all costs incurred and expended by Agent, Agent is authorized to make such payments on Owner's behalf from any and all of Owner's funds held by Agent. Such inability or refusal to pay will be considered a breach and immediate cancellation of this agreement by the Owner upon notification by the Agent. Agent shall be entitled to fees as described in below plus collection and legal fees needed to collect amounts which may be due before or after cancellation. In the event Agent pays any such costs from Agent's own funds on behalf of the Owner and Owner thereafter fails or refuses to reimburse Agent, Agent shall be entitled to interest upon all such advances at the highest legal rate. In addition, Agent is authorized to repay itself from any funds Agent holds for Owner including tenant deposits and rents or collects from any source during or any time after management services have been canceled.
5. Agent reserves the right to have the locks on Property re-keyed or changed each time a new Resident is placed. Owner agrees to accept financial responsibility for cost of re-keying or changing locks. Owner understands and accepts risks involved in the event he/she chooses not to have locks on Property re-keyed or changed. Owner agrees to accept financial responsibility for same. Upon request Owner will be provided copy of key with the understanding that access is limited by Arizona Residential Landlord and Tenant Act Section §33-1343.
6. Owner authorizes Agent to divert income from one property to cover any monetary deficiencies on any other property belonging to the Owner.
7. To make contracts for electric, gas, fuel, water, telephone, rubbish removal, pest treatment, cleaning expenses, and any other services Agent deems necessary.
8. Owner authorizes Agent to collect and retain administrative charges including but not limited to application fees, returned check fees, and late charges from tenants in the property and prospective tenants.



OWNER HEREBY AGREES:

1. Owner agrees to complete a W-9 or other applicable income reporting form with an accurate Social Security Number or Tax Identification Number and address, in addition to any other requested information or required tax reporting form, and to notify Broker if changes require the information to be updated. **Note:** "THE AGENT" is required by law to report all rental income to the Internal Revenue Service at the end of each calendar year, and the use of I. R. S. Form # 1099. It will be reported under the one social security or federal ID number provided by Owner. Owner will receive a copy of this form for tax records along with any annual statement.
2. Owner agrees to refrain from contacting tenants.
3. Owner will continue to pay invoices for mortgages, taxes, insurance premiums and homeowner association dues directly from funds held by Owner. Sierra Vista realty cannot pay any expenses that could create a lean against the property.
4. To carry, at Owners expense, adequate bodily injury, property damage, and personal injury liability insurance.
5. To maintain the amount of \$500.00 to be held by Agent in Agent's Trust Account and shall be referred to as "**Maintenance Reserve**" for repairs. **Initials** _____
6. Owner is to pay for heating and cooling and conversions, and filter inspections and replacement twice a year (spring and fall).
7. If the property contains an above or below ground pool, or any body of water, Owner acknowledges they have read and understand the Arizona Department of Health Services Approved Private Pool Safety Notice as required by A.R.S. 36-1681(E) and A.D.H.S. Rule R9-3-101. Owner further acknowledges that the county or municipality in which the Property is located may have different swimming pool barrier requirements than the State requirements; and that the pool or body of water will comply with the applicable state, county and municipal pool barrier requirements prior to renting or leasing said property. Owner hereby agrees to install a pool fence if one does not exist prior to any tenant taking occupancy. Owner expressly relieves and indemnifies Agent from any and all liability and responsibility for compliance with the applicable pool barrier requirements or any legal action taken as a result of Owner not complying with all regulations and requirements. Owner shall provide bi-weekly chemical service for in-ground pools.
8. If the subject property was built prior to 1978, Owner will provide Property Manager with a properly signed and initialed AAR Lead based paint addendum to be copied and attached to all rental agreements on the property. **Year Home Built?** _____ **LBP Addendum completed Y / N**

AGENT COMPENSATION:

1. Owner agrees to pay Agent a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Agent in any negotiations relative to the property or any part hereof, which may have been initiated during the term hereof, and if consummated, shall compensate Agent in accordance with the rates hereinafter set forth. Such compensation is due and payable upon demand and may be deducted by the Agent from receipts.
2. Set-Up Fee: owner agrees to pay Agent a one-time non-refundable set-up fee in the amount of \$100.00 due at signing.
3. Management Fee: 10% of gross collections (paid monthly with a \$95.00 minimum) for long term leases (12 months or longer). 15% of gross of gross collections (paid monthly with a \$95.00 minimum) for short term and furnished rentals. This fee is considered earned, due and payable upon signing of the lease. However, Agent agrees to accept this fee in the form of monthly installments as long as this agreement is in effect. Management fees are due whether the rental resulted from Owner or the Agent's efforts.
1. Statement Fee: \$25.00 annual fee for yearend accounting reports for property including issuing Owner an IRS 1099 Miscellaneous Income form for all funds received for tax purposes.
2. Additional Fees: Broker retains 50% of collected late fees.



3. Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees or returned check fees, Agent will retain such fees as compensation under this agreement. The administrative fees under this paragraph are earned and payable at the time Broker collects such fees.
4. Owner agrees to list property for sale with Sierra Vista Realty, if the owner decides to sell during the term of this agreement. Sales commission to be 6% of the gross sales price. If tenant procured by Sierra Vista Realty buys said property, a commission of 3% of gross sales price shall be paid to Sierra Vista Realty.

FORECLOSURE CLAUSE: The failure of the owner to pay the mortgage is a material breach non-curable of this agreement. If the agent receives notice and/or knowledge that the owner's mortgage/deed of trust is in default or scheduled for a trustee sale, the owner authorizes the agent at the agent's option and discretion to notify (1) the tenant(s) of the said non-payment, default and/or foreclosure, (2) release the tenant from the lease agreement, (3) prorate the tenant's rent upon the tenant's departure, (4) return the unearned rent to the tenant, (5) return the tenant's refundable security deposit without offsets, deductions or charges for damages. In addition, the owner will hold harmless and indemnify the agent for any and all actions that may arise from the impending and/or actual non-payment, default and/or foreclosure by the owner of the property that may arise as a result of these remedies, this agreement, the non-payment, default and/or foreclosure and/or the agency between the owner and the agents ends.

FINAL ACCOUNTING: At the cancellation of this agreement by either party, Agent shall provide to Owner a final accounting of the property's financial status to include: A list of all Tenant security deposits within ten (10) days. Reimbursement for all monies remaining in the property's reserve account except for monies needed for unpaid obligations incurred during the terms of the property management agreement within thirty five (35) days, a final accounting within sixty (60) days and a final bank account reconciliation with seventy five (75) days. All security deposits held by Agent shall be released to Owner in the form of a check payable jointly to Owner and Tenant.



FAIR HOUSING: Sierra Vista Realty Agents are licensed by the Arizona Department of Real Estate and are members of Local, State and National Associations of REALTORS®, and pledged to Fair Housing for all qualified tenants without reference to race, color, religion, sex, national origin, familial or handicap status. Any owner uncomfortable with this policy or who might ask us to make any exceptions to this policy should seek management services elsewhere.

The **BROKER** accepts this exclusive employment and agrees to use diligence in the exercise of the duties, authority and powers conferred upon **BROKER** under the terms hereof. This Agreement shall be binding upon the successors, heirs, administrators, executors, and assigns of the **OWNER** and may not be changed orally, but only in writing signed by all parties.

THIS MANAGEMENT AGREEMENT SUPERSEDES any and all previous agreements between the parties concerning management of this property.

ALL NOTICES REQUIRED hereinafter are to be given in writing and mailed to the parties hereto.

ADDITIONAL TERMS AND CONDITIONS OR IMPORTANT INFORMATION ABOUT THE PROPERTY:

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type see specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Residential Management Agreement

Property Address: _____

LEAD WARNING STATEMENT:

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

LESSOR'S DISCLOSURE

(A) 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 (EXPLAIN).

(II) _____ LESSOR HAS NO KNOWLEDGE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE HOUSING.

(B) RECORDS AND REPORTS AVAILABLE TO THE LESSOR (CHECK (I) OR (II) BELOW):

(I) _____ LESSOR HAS PROVIDED THE LESSEE WITH ALL AVAILABLE RECORDS AND REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE HOUSING (LIST DOCUMENTS BELOW).

(II) _____ LESSOR HAS NO REPORTS OR RECORDS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE HOUSING.

LESSEE'S ACKNOWLEDGMENT (INITIAL)

(C) _____ LESSEE HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE.

(D) _____ LESSEE HAS RECEIVED THE PAMPHLET PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

AGENT'S ACKNOWLEDGMENT (INITIAL)

(E) _____ AGENT HAS INFORMED THE LESSOR OF THE LESSOR'S OBLIGATIONS UNDER 42 U.S.C. 4852(D) AND IS AWARE OF HIS/HER RESPONSIBILITY TO ENSURE COMPLIANCE.

CERTIFICATION OF ACCURACY

THE FOLLOWING PARTIES HAVE REVIEWED THE INFORMATION ABOVE AND CERTIFY, TO THE BEST OF THEIR KNOWLEDGE, THAT THE INFORMATION THEY HAVE PROVIDED IS TRUE AND ACCURATE.

(Owner Signature)

Date

(Owner Signature)

Date

(Tenant Signature)

Date

(Tenant Signature)

Date





OWNER INFORMATION SHEET

Rental Property Address: _____

City, State, Zip: _____

**All of the following information must be provided and form is to be completed or contract will not be processed.

LANDLORD INSURANCE POLICY (Copy must be returned with management contract paperwork)

Insurance Company Agent's Name _____

Phone # _____ Fax # _____ Policy# _____

Effective Dates _____ through _____ Copy for file? Y / N

HOME WARRANTY INFORMATION

Current Home Warranty Y / N Sierra Vista Realty to Renew? Y / N

Warranty Company _____ Phone # _____

Contract # _____ Expiration _____

Coverage includes _____

HOMEOWNER ASSOCIATION (Current copy of CC&R's must be returned with management contract paperwork)

HOA? Y / N NOTE: Sierra Vista Realty cannot pay HOA fees on behalf of the owner.

HOA Name _____ Contact Person _____

Mailing Address (include zip) _____

Phone # _____ Fax # _____ Gated Community? Y / N

Parking Restrictions? _____

FOR RENT signs allowed? _____

UTILITY COMPANY & ADDITIONAL INFORMATION

Electric Service Company: _____ Tenant Pays Owner Pays SVR Pays for Owner

Water Service Company: _____ Tenant Pays Owner Pays SVR Pays for Owner

Gas Service Company: _____ Tenant Pays Owner Pays SVR Pays for Owner

Trash/Sewer Company: _____ Tenant Pays Owner Pays SVR Pays for Owner

***The city of Sierra Vista Requires sewer & trash to be in property owners name. It is recommended to include with rent.**

Pool Maintenance: _____ Tenant Pays Owner Pays SVR Pays for Owner

Yard Maintenance: _____ Tenant Pays Owner Pays SVR Pays for Owner

Pest Control Service: _____ Tenant Pays Owner Pays SVR Pays for Owner

Other: _____ Tenant Pays Owner Pays SVR Pays for Owner

KEYS & CODES (House should be keyed to 1 single key for all doors)

House Keys (4 copies needed) _____ Alarm? Y / N

Mailbox Keys _____ Alarm Code & Password _____

Mailbox # & Location _____ Alarm Company _____

Garage Remotes _____ External Keypad Code _____

Gate Remotes _____ Gate Code _____

Pool Keys _____ Misc Keys _____

HOME FEATURES (Please check all that apply)

Site Built <input type="checkbox"/>	Townhouse <input type="checkbox"/>	Condo <input type="checkbox"/>	Manufactured <input type="checkbox"/>
Bedrooms: _____	Full Bath: _____ <input type="checkbox"/>	Family Room <input type="checkbox"/>	Arizona Room <input type="checkbox"/>
Garage _____ <input type="checkbox"/>	Carport _____ <input type="checkbox"/>	Storage Shed <input type="checkbox"/>	Fenced Yard <input type="checkbox"/>
Refrigerator <input type="checkbox"/>	Dishwasher <input type="checkbox"/>	Washer/Dryer <input type="checkbox"/>	Community Pool/Spa <input type="checkbox"/>
Refrigerator w/ice <input type="checkbox"/>	Built-In Microwave <input type="checkbox"/>	W/D Hook-Ups <input type="checkbox"/>	Private Spa <input type="checkbox"/>
Gas Stove <input type="checkbox"/>	Free Standing Microwave <input type="checkbox"/>	Gas Heat <input type="checkbox"/>	Private Pool <input type="checkbox"/>
Electric Stove <input type="checkbox"/>	Trash Compactor <input type="checkbox"/>	Electric Heat <input type="checkbox"/>	Electric Water Heater <input type="checkbox"/>
Irrig System <input type="checkbox"/>	Garbage Disposal <input type="checkbox"/>	Evap Cooler <input type="checkbox"/>	Gas Water Heater <input type="checkbox"/>
Neutral Walls (all) <input type="checkbox"/>	Water Softener <input type="checkbox"/>	Air Conditioner <input type="checkbox"/>	Pet Door <input type="checkbox"/>
Color Walls (all) <input type="checkbox"/>	Water Filter System <input type="checkbox"/>	Window Coverings On All Windows <input type="checkbox"/>	

Other Features: _____

OWNER PREFERENCES**OWNER INVOLVEMENT:** As little as possible Middle of the road Highly involved **TENANT SELECTION:** I want to be involved I do not want to be involved **REPAIRS:** I have my own maintenance worker/(s) I want to do as much maintenance as I can handle myself I have specific vendors I want used (please supply this list) I want SV Realty to handle all of my maintenance **PETS:** Pets Allowed Y / N Pet Restrictions/Preferences: _____

NOTE: By establishing a "no pet" policy, you will be eliminating a large percentage of the market. Generally, if a pet is over a year old, well-trained and a part of the family, expected damage are minimal to nonexistent. Damages are the tenants' responsibility to remedy. Additional pet deposits are required. Assistive animals cannot be denied.

***** Sierra Vista Realty does not allow: Pit Bulls, Dobermans, Rottweiler's, Chows or any dog classified as an "attack dog" - full or mixed breeds.

MONTHLY STATEMENTS

We will provide you with monthly itemized statements showing income and expenses related to your property on or about the 10th of each month. **Please mail my monthly and year end statements to:**

STREET ADDRESS: _____ CITY/STATE/ZIP: _____

If you have an investment partner(s) who requires a separate monthly property statement and is entitled to receive a portion of the owner proceeds, please check this box and fill out separate forms for each partner.

OWNER PAYMENTS

On or about the tenth (10th) day of each month, we will pay the owner proceeds for the month. We prefer to pay owners through direct deposit into your checking account. It is understood that no monies will be released until such time as monies have cleared Sierra Vista realty's bank should certified funds, cash or other negotiable funds not have been received.

Direct Deposit: Free for all owners whom have funds directly deposited into their checking accounts. Owner must supply broker with a voided check from the account they would prefer funds are deposited into.

NO, do not send owner proceeds to my bank. Send them to the address above. Paper Check Fee: \$10 per check written, Processed and mailed to owner.

YES, please send owner proceeds to my bank (fill in the blanks below).

NAME OF YOUR BANK	BRANCH OR ADDRESS	ACCOUNT INFORMATION
		Account # Routing # Check or Savings?



ARIZONA RESIDENTIAL RENTAL PROPERTY STATEMENT

Pursuant to A.R.S. §§ 33-1901 and 33-1902

INSTRUCTIONS:

In compliance with A.R.S. § 33-1902(A): an owner of residential rental property shall maintain with the Assessor in the county where the property is located information required by this section in a manner to be determined by the Assessor. See Property Valuation Notice/Statement for address of Assessors. Pursuant to A.R.S. § 33-1902(B): an out-of-state owner of residential rental property shall designate and record with the County Assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. The following information shall be maintained: the name, address and telephone number of the property owner. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, include the name, address and telephone number of the business entity and the statutory agent. Retain copies for your records.

PROPERTY INFORMATION:

NAME OF COUNTY (required): _____

List property type: Single Family Residence Multiple Family Residence Mobile Home MH/RV Park Space

Property Address: _____ City/Town/Zip Code: _____

Property Legal Description: _____

Primary Assessor's _____ Parcel Number Cty Book Map Parcel Split
--

List Additional Parcel Numbers (up to four):

For Unsecured Mobile Homes

List Assessment Account Number: _____

List the year the building was built: _____

(ATTACH LIST FOR ANY ADDITIONAL PARCELS)

OWNERSHIP INFORMATION:

NAME OF PROPERTY OWNER/BUSINESS ENTITY: _____

Check below to indicate form of ownership:

Property owner, list owner(s) and statutory agent residing in Arizona (required for out-of-state property owners):

Corporation, list corporate officer and statutory agent: _____

Limited liability company, list managing or administrative member and statutory agent: _____

Partnership, list general partner and statutory agent: _____

Limited partnership, list general partner and statutory agent: _____

Trust, list trustee and statutory agent: _____

Real estate investment trust, list general partner or officer and statutory agent: _____

Provide telephone #, address, city, state and zip code for property owner(s)/business entity: Telephone #: () _____

Address: _____ City/State: _____ Zip Code: _____

Provide telephone #, street address (no P.O. box), city and zip code for statutory agent: Telephone #: () _____

Address: _____ City: _____ AZ Zip Code: _____

REQUIREMENT TO UPDATE INFORMATION:

Under penalty of law the owner of Arizona residential rental property shall update any information listed above within ten days after a change in the information occurs.

I hereby affirm that the information included or attached is true and correct.

Print Name

Print Title



CHAPTER 17
RESIDENTIAL RENTAL PROPERTY
ARTICLE 1. GENERAL PROVISIONS

33-1901. Definitions

A. In this article, unless the context otherwise requires:

“Managing Agent” means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.

1. “Residential Rental Property” means property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park or a recreational vehicle park, “Residential Rental Property” includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.
2. “Slum Property” means residential rental property that has deteriorated or is in a state of disrepair and that manifests one or more of the following conditions that are a danger to the health or safety of the public:
 - (a) Structurally unsound exterior surfaces, roof, walls, doors, floors, stairwells, porches or railings.
 - (b) Lack of potable water, adequate sanitation, facilities, adequate water or waste pipe connections.
 - (c) Hazardous electrical systems or gas connections.
 - (d) Lack of safe, rapid egress.
 - (e) Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

33-1902. Residential rental property; recording with the assessor; agent designation; civil penalty.

- A. An owner of residential rental property shall maintain with the assessor in the county where the property is located information required by this section in a manner to be determined by the assessor. The owner shall update any information required by this section within ten days after a change in the information occurs. The following information shall be maintained:
1. The name, address and telephone number of the property owner.
 2. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name, address and telephone number of the statutory agent, if applicable, and the following:
 - (a) For a corporation, a corporate officer.
 - (b) For a partnership, a general partner.
 - (c) For a limited liability company, the managing or administrative member.
 - (d) For a limited partnership, a general partner.
 - (e) For a trust, a trustee.
 - (f) For real estate investment trust, a general partner or an officer.
 3. The street address and parcel number of the property.
 4. The year the building was built.
- B. An owner of residential rental property who lives outside this state shall designate and record with the assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. The owner shall designate the agent in a manner to be determined by the assessor. The information shall include the name, address and telephone number of the agent.
- C. Residential rental property shall not be occupied if the information required by this section is not on file with the county assessor. This subsection does not affect any existing lease.
- D. All records, files and documents that are required by this section are public records.
- E. A person who fails to comply with any provision of this section shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this subsection.
- F. Notwithstanding subsection E of this section, if a person complies within ten days after receiving the complaint that notices the violation, the court shall dismiss the complaint and shall not impose a civil penalty.
- G. In carrying out the provisions of this section the county assessor shall have immunity as provided in Section 12-820.01.