Mega Agent
RENTAL MANAGEMENT

Property Management HANDBOOK

Putting the Pieces Together

Dear Property Owner,

Thank you for your interest in our property management program. Our team is excited for the opportunity to work with you. Because it is hard to impart our years of real estate experience in a brief letter outlining our process, we have enclosed several different forms and letters in hopes that you will receive an accurate view of our total approach to property management. Always remember that paper work alone does not guarantee a successful experience with investment property. An understanding of your needs, coupled with laser-focused attention to detail, increases your chance of a *positive* outcome (*or cash flow)*.

Our company's focus is primarily on property management. This enables us to understand the requirements of our investment property owners, which simplifies our role and allows us the time and energy to concentrate on serving your management needs. To serve you well, we must communicate successfully with you. Our best communication tool is our detailed monthly accounting statement, which is emailed to you and it gives you an exact accounting of the previous month's activity.

The fee structure at Mega Agent Rental Management is very competitive and is based upon rents / monies collected. If your house is vacant, you do not pay management fees until we get it rented. We actively pursue qualified tenants who are willing to care for your home as if they own it. We work to develop a solid relationship with each tenant. Our experience has found that a successful property management program is based on the *fragile* balance between satisfied & profitable property owners and happy tenants. Happy tenants prefer to stay where they are and renew their lease.

Our property managers are aware of each property, its history and the owners' eventual goal for the property. Inspections, scheduled and unscheduled, are necessary to ensure your property is given the level of care you expect. When the need arises for general maintenance, we work only with trusted contractors who are licensed and/or insured. We do not make any money or take a percentage override on repairs you incur while having your home managed by our team.

Our team's extensive Internet marketing and direct communication with thousands of Atlanta Realtors makes getting your property rented a smooth and successful process. We will also advise you on the absolute best monthly rental rate to charge so that you attract the best tenants possible.

We are continually analyzing our procedures, looking for ideas that will improve our process. Your input is very important to us. Please take a minute to review the enclosed forms and information. If you have any questions, ideas, or suggestions, please give us a call. Call us anytime at (678) 549-4194.

We look forward to getting to know you and your management needs better.

All the best,

Drew Brown

Drew Brown, Owner

Mega Agent Rental Management
204 River Marsh Ct. • Woodstock, GA 30188
www.MegaAgentRentalsAtlanta.com | (678) 549-4194

Answers To Your Questions!

You have Questions - We have Answers.

Mega Agent
RENTAL MANAGEMENT

ANSWERS TO
FREQUENTLY ASKED QUESTIONS

1. What fees will I incur if Mega Agent Rental Management manages our property? In general, our fees are 10% of gross monies collected (*typically rent*) from tenants every month. We also charge a marketing fee equivalent to the value of one months rent for the procurement of tenants for your property. We split all late fees collected from Tenants with our Owners on a 50/50 basis. Our *Residential Management Agreement* explains our fees in more detail.

2. When will I get my money every month? Rents are due in our office the 1st day of each month. If rents are received by the 5th of the month, disbursements will be mailed or processed by the 10th of each month or the first business day after the 10th, should the 10th fall on a weekend or holiday. As it takes a day or two for banks to process deposits, this means that the deposits should show in your bank account around the 12th of the month. If rent is late, we will make every effort to get disbursements out to you as quickly as possible after receiving payment.

3. What will I have to do to put my property in management? Initially, all paperwork will be completed and entered into our system. You will need to deposit $250 with our office, which will be used to fund your home's Maintenance Reserve Fund that we will use for incidental repairs that come to light during the management period. The $250 is always your money and will only be used to make repairs at your property (*it will be refunded when we no longer manage your property*). Make sure that you have the home cleaned thoroughly and the lawn manicured prior to listing the home and prior to the tenant moving in. If the tenants go into a clean house with a manicured lawn, we can hold them to the same standards when they move out. Also, the better the property looks, the faster it will rent. All appliances should be in good working order. If they are not in good working order, have them repaired or replaced. Getting a home warranty can give you peace of mind that your appliances and systems in the home will be covered in the event that they fail.

4. What will you do to rent or market my house? We give your home maximum exposure through our ProActive Marketing System. We rigorously scrutinize the backgrounds of all prospective tenants. Some of the activities that we utilize in our marketing system include:

FOR RENT SIGNS – Posted at the property with our website and phone number clearly displayed.

SOCIAL MEDIA - We are skilled at marketing your home to renters on the most popular social media platforms including Facebook, Instagram, and Twitter.

MLS – Your rental property data is entered in the Greater Atlanta Area Multiple Listing Service (MLS) giving access to more than 3,500 other Realtors and the many prospective Renters who utilize websites with a direct MLS feed.

All MLS rental listings are now available to home searchers through the various public internet gateways, such as Realtor.com, Zillow.com, Trulia.com and MegaAgentRentals.com, as well as many others.

INTERNET LISTINGS – Our inventory of currently listed homes for rent are posted online on the most popular rental websites complete with photos, maps and property details for the convenience of those searching for a new home.

WORD OF MOUTH / REFERRALS – Current and past tenants, friends of our tenants, and referrals from other successful real estate agents

CORRECT PRICING – Even the best and most incredible homes will not lease if they are overpriced. We make sure your rental home is priced correctly from the very beginning so that we get your home leased quickly and for the highest rent possible. Remember that no amount of marketing can overcome an overpriced listing.

THOROUGH PREPARATION – Even the best located and well priced rental homes will not lease quickly if the rental home is not in top showing condition. Homes for rent in the Greater Atlanta market absolutely must show well and have an attractive "curb appeal" or they may sit empty for extended periods. Our job as your property manager is to make sure your home is presented to the prospective tenants in a clean and attractive condition so that it will attract the absolute best tenants.

5. What happens when my home becomes vacant? Our first concern with your empty home is: "What is needed to place a new tenant into your home as soon as possible?" We know that every day a home sits empty is a wasted opportunity and a non-recoverable cost. A "*For Rent*" sign is placed in front of the property usually after the 30 day notice is received from the tenant. (*It is not uncommon for us to re-rent a home before it becomes vacant.)* When the property becomes vacant, it is inspected and digitally photographed. From the information gathered at the home and using our inspection report and photos, we will determine what needs to be done to get your home rented again and what repairs are chargeable to the prior tenant's deposit. We will also review with you any updates or repairs that we feel will be needed to attract the absolute best tenants.

6. How are tenants screened? Our tenant screening process is two-phased. We first require all tenants, over the age of 18, to undergo a credit report and criminal background check. After we receive the credit report, we make three phone calls. We call the prospective tenant's current landlord, prior landlord and employer. The current landlord provides us with a recap of the tenant's most recent payment performance, as well as any comments or problems they have experienced. The prior landlord gives us an overview of the tenant including, but not limited to, how the applicant left their former home. The employer verifies their wage, length of employment, and often offers additional insights. Before we rent to anyone, we feel we've gotten to know them pretty well.

7. Can I exclude smokers, pets, or children? Can I exclude smokers, pets, or children? Mega Agent Rental Management generally prohibits smoking in properties under our management so that we help to maximize your long term investment in the property.

Tenants with pets are a large majority of the market for rental homes. Pet owners are not a protected class, but allowing pets in your home will increase the number of potential renters. **By excluding pets from your property, you will substantially reduce the available number or prospective tenants - which can prolong vacancy time.** We charge tenants with pets $350 "Pet Fee" per pet with a maximum of 2 pets per home. This is a "fee" not a "deposit" so the fee is non-refundable to the tenant. If you feel very strongly about not allowing pets, we will agree not to show your property to anyone with pets.

Children are under the protected class of *"familial status"*. It is not possible nor is it legal to discriminate against anyone with children.

8. If a tenant fails to pay rent, how long does it take to get them out? This is not an issue we deal with frequently. By offering a good product and a thorough screening, we find that we are seldom in this situation. But, when we are faced with a delinquent and uncooperative tenant, we are just as effective in the eviction process. Start to finish, a tenant who does not pay their rent is typically removed within 30 days from when their rent was due.

9. What if a tenant skips or leaves before the lease expires? Tenants are responsible for rent through the expiration of the lease. If a tenant skips, we will secure the property by changing the locks, make any repairs to bring the property back to rentable standards and will begin to try to re-rent the property. We will also attempt to locate the tenant and collect outstanding rents, damages, and any other costs. If a tenant breaks their lease, they remain liable for the rents through the day that your home is rented again or through the end of the lease, whichever occurs first. (*We cannot collect rent from two parties for the same time period.*) Most tenants do not want negative reporting on their credit and our tenant screening procedures help ensure that we have as few incidents as possible.

10. What do you do if they are not taking care of my property as they should or if they have unauthorized pets? Your property manager gives the tenant an opportunity to correct the situation and usually they will. If a problem persists, we will make a decision based on that specific situation, in consultation with you as the owner of the property.

11. How long will my property sit vacant? This is the million dollar question! Unfortunately, we cannot predict who will walk through our door and what properties they will want to rent, or if they will even have adequate credit. We make every effort to lease a property as quickly as possible. Vacant properties are costly to both of us. The time of year, the condition of the property, location and price all factor into the time it takes to lease a property. Generally, the rental market does go through slow periods, but most properties rent anywhere from a few days or weeks to about a month after listing for rent. Although vacancies are unsettling, we follow our proven processes until we find the right tenant for your real estate investment.

12. Can I do my own repairs or use my own contractor? As a protection for you, the tenants, and our company, we require that contractors doing work at managed properties maintain general liability insurance. To maintain good trust with our tenants, we ask that they be able to respond and complete all work in a timely manner. Should you choose to do y our own work, you must assume all liability and risk. Statutes in the Code of Georgia require 48 hours written notice before entering the property and only upon tenant's permission. To avoid violating any of these laws, please coordinate all maintenance and inspections through our office.

13. Who handles emergencies? Mega Agent Rental Management will handle all emergency and non-emergency repairs 24 hours a day. We will keep you informed, but you will never receive a call in the middle of the night.

14. How often are inspections performed? During the lease term, we may have occasion to enter the property for repair or maintenance reasons and will use that opportunity to have a look. If we are fortunate enough not to have any repairs or maintenance at your property over an extended period of time, your property manager will usually schedule a preventative maintenance walk-thru at least once a year.

15. Would we be charged a lease marketing fee each time our home is re-rented? You will only be charged a marketing fee (1 months rent) if there are new tenants when the home is re-rented. If the home is re-leased to the same tenants for a new term, there is only a $250 administrative lease renewal fee.

16. Are your Agents licensed Property Managers? ABSOLUTELY! We are licensed Real Estate Agents & Realtors. There is no "Property Management License" in Georgia, but professional property managers in Georgia must have a Georgia real estate license in order to charge commissions and must be supervised by a licensed Georgia real estate broker.

Management Agreement

Mega Agent
RENTAL MANAGEMENT

204 River Marsh Ct. • Woodstock, GA 30188
MegaAgentRentalsAtlanta.com

RESIDENTIAL MANAGEMENT AGREEMENT

This agreement is made by and between MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC., hereinafter referred to as Broker and _____hereinafter referred to as Owner to secure the services of Broker in the management of real property known as _____, hereinafter referred to as the Premises, for a period beginning on _____ and ending on _____ and automatically renews from year to year and subject to the following terms and conditions.

1. APPOINTMENT AND AUTHORITY OF BROKER:

a. Owner hereby appoints Broker as the sole and exclusive Broker to rent, lease, price, manage, collect and receipt for rents and operate the Premises. The Owner however, retains the right to make management decisions concerning establishing some parameters for new tenants, rental terms, and capital or repair expenditures in excess of **$300.00** in any **1** month and must advise Broker of these terms at onset of Agreement. The herein described property shall be rented for a price determined by comparison with recently rented comparable properties.

b. Broker is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant. Additionally, Broker is authorized to split Leasing Fees (*pursuant to Paragraph 5b below*), with other real estate agents who assist in the procurement of Tenants for the Premises.

c. It is agreed that the Broker is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this agreement, even if said lease was negotiated by the Owner or any other party. Broker shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this agreement if the tenant was introduced to the Premises by Broker.

d. It is agreed that Broker shall make contacts as may be necessary for garbage removal, pest control, or other services that Broker may deem necessary. The Owner will be liable for such obligations which may extend beyond the termination date of this agreement.

e. It is agreed that Broker shall only be responsible for paying bills such as property taxes, fire dues, HOA dues, termite bond renewals, property insurance, etc. after Owner has instructed Broker to pay such bills in writing.

f. Broker to execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Broker shall deem advisable and/or necessary.

2. TERMS: IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BROKER AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 5. In the event that the Premises are not rented or leased within sixty (60) days of the date of this Agreement, or remain vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the premises through the efforts of Broker. If the Premises contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under the existing leases.

3. SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS:

a. Owner hereby gives Broker the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following:

i. To purchase necessary supplies.
ii. To contract for such utility services as Broker may deem advisable.
iii. To make necessary repairs to the Premises without the express written consent of Owner, limited to $300 in any one month.
iv. To make Owner authorized repairs, alterations and decorations.

b. In addition to other authority of Broker, Broker may pay or incur without limitation on behalf of Owner monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of the Broker, such repairs are necessary to protect Premises from damage or maintain services to the tenants as called for by Georgia State Law and/or the Rental Agreement. Owner shall assume all financial responsibility for all charges incurred by Broker regarding Broker's responsibilities in the preceding sentence of this sub-paragraph. Broker is authorized on behalf of Owner to hire, discharge, supervise and pay any employees or contractors for work performed. All providers of services shall be deemed to be acting on behalf of the Owner and not the Broker. Broker will not be liable to the Owner or others for any act, default workmanship or negligence on the part of such persons, contractors or other workmen, provided that Broker has taken reasonable care in engaging them and/or their employees.

c. A Reserve Fund will be established and maintained from rental proceeds in the amount of **$300.00** to be paid from first rental payment or in the alternative the Owner may select to fund the Reserve Fund from personal funds payable at execution of this Agreement.

4. BROKER'S RESPONSIBILITIES: In addition to the foregoing, the Broker will perform the following functions on Owner's behalf:

a. Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the Owner, but Broker does not guarantee the payment of any tenant's rent or other fees / charges.

b. Broker shall render monthly itemized statements of receipts, charges, and accruals, and shall remit to Owner receipts less disbursements for future expenses. In the event that disbursements shall exceed receipts, Owner shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.

c. Collect and place into escrow accounts, as required by law, security deposits under any lease. Broker is authorized to disburse the security deposit at such times and to such persons as Broker shall in good faith believe to be entitled to such funds in accordance with the current Georgia laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission, belong to Broker. Broker shall not incur any liability for bankruptcy or failure of the depository.

5. BROKER'S COMPENSATION: In consideration of the services rendered by Broker, Owner agrees to pay Broker the following forms of compensation:

a. ***FOR MANAGEMENT***: A fee equal to 10% of gross receipts collected including all sums collectible under any leases, with a minimum fee of $100 per month. The term "gross receipts" includes all rents, pet fees, forfeited security deposits, and all other income arising from normal operation of the premises.

b. ***LEASING FEE***: For the procurement of a Tenant(s) for whom a lease / rental agreement is signed, Broker shall be paid a leasing fee equal to 100% of the First Full Months Rent (*as established in the Lease executed between Broker and Tenant(s) for the subject premises).* The Leasing Fees under this paragraph are earned and payable at the time that the Lease is executed.

c. ***LEASE RENEWAL / EXTENSION FEE***: Each time a Tenant(s) in the Premises renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to $250. The renewal or extension fees under this Paragraph are earned and payable at the time the renewal or extension is effective. For purposes of this paragraph a new lease for the same Property with the same tenant then occupying the Property shall be considered an extension or renewal. This paragraph does not apply to month-to-month renewals or month-to-month extensions.

d. ***LATE FEES***: Owner & Broker shall split all Late Fees 50/50 if Tenant(s) pay their monthly rent after the 5th of the month. While Broker does not guarantee that Tenant(s) will pay the Late Fees, Broker will make efforts to enforce the Lease / Rental Agreement in the best interest of the Owner.

e. ***TENANT-OCCUPIED-PROPERTY SET-UP FEE***: $250 (*Only Applicable if Premises already has Tenants*). This fee shall cover costs associated with setting up tenant(s) in Broker's system and converting to our lease and/or dealing with prior issues left from Owner or previous manager. This fee is non-refundable.

f. ***CHARGES TO TENANTS:*** Late Rent Administration Charge, Returned Check / ACH / EFT NSF Charges, Application Fees, Tenant Lease Renewal Fees, Tenant Specific Administrative Fees, Monthly Air Filter Program Income, Pet Screening / Re-Screening Fees, Pet Application Fees and/or Pet Administrative Fees, to the extent allowed by applicable laws and which are paid by tenants under any rental agreement / lease shall and are the property of Broker to offset expenses in enforcing the respective provisions in the rental agreement / lease.

g. ***UNAUTHORIZED PET FEES:*** Owner & Broker shall split all unauthorized pet fees collected from a Tenant 50/50.

h. ***TENANT DENIED SHOWING FEES:*** Owner & Broker shall split all denied showing fees collected from a Tenant 50/50.

i. ***FINES:*** Owner & Broker shall split all fines collected from Tenant 50/50.

j. ***SALE OF PROPERTY:*** In addition to any leasing, management or other fee payable hereunder, Broker / Agent shall be entitled to a sales commission fee equaling 6% of the final sales price of the Property, if the Property is sold during the term of the lease / rental agreement or up to 120 days after termination thereof, to a purchaser procured by Broker / Agent even if the current Tenant is the purchaser. If the Property is actively listed for sale by another Broker, beginning in the final 30 days of a lease, and it is not sold to the current tenant, then Broker / Agent shall not be entitled to a commission in the 120 days post termination.

k. ***SERVICES EXCEEDING NORMAL MANAGEMENT:*** In the event that the Owner shall request the Broker to undertake work and/or services exceeding that usual to normal property management and/or not referenced in this Management Agreement, then a fee shall be agreed upon for such work and/or services. In the case of, where the Broker will be directly involved in the supervision, there shall be a fee payable by the Owner to the Broker in the amount of 10% of all repair bills related to **pre-lease** / **pre-management** repairs and/or improvements that are performed at the subject property.

l. ***SUPERVISORY FEE FOR INSURANCE CLAIMS:*** As part of our Management Fee we will file all initial insurance claims for an Owner's property at NO additional expense. Any emergency vendor work or repair/replacement vendor work pertaining to any insurance claim that we order and oversee there will be a 10% fee calculated based on the gross amount of all repairs performed pursuant to the repairs related to the insurance claim.

m. We will **NEVER** charge an additional fee for supervising routine / normal repairs for any rental property. We are committed to your investment success and believe that oversight of routine / normal maintenance repairs is part of our job and the management fee that you pay.

6. PAYMENT FROM OWNER'S FUNDS: Broker shall have no duty to expend Broker's individual funds in fulfillment of Broker's responsibilities under this agreement. All payments required or permitted to be made by Broker shall be made from Owner's funds. Owner agrees to deposit with Broker promptly on demand, such funds as may be necessary in Broker's reasonable judgment for performance by Broker as provided in this Agreement. Broker shall not be responsible for any loss sustained by Owner by reason of nonpayment or late payment of expenses for the Premises, which nonpayment or late payment resulted from Owner's failure to deposit funds or make payments as requested by Broker. Owner agrees to release and indemnify, hold harmless and defend Broker from any claims brought by a third party for breach of contract and/or non-payment for work performed by said third party and/or their subcontractors at the owner's property which is managed by Broker.

7. PREPAYMENT OF RENT BY TENANT(S): Owner agrees and understands that any prepayment of rent by any Tenant, during the term of any lease / residential rental agreement, prior to the month in which said rent is due and payable, the rents / monies shall be held in trust by Broker until such time as said paid rent is due and payable to Owner. (*As example, if rent is $1000 a month and rent for March is due on March 1 but the tenant pays that rent on February 15 to the Broker, the Broker may not release the $1000 rent payment to Owner until the rent is due and payable on March 1*).

Owner is advised by Broker to consult their professional tax advisor on the effect that prepaid rent has on your individual tax situation. For IRS purposes, prepaid rent income is deemed earned in the year in which the prepaid rent is received by the Broker.

8. INSURANCE: Both the Owner and Broker agree that the Owner shall maintain Homeowner's Insurance for the above mentioned property so long as MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC manages the subject Premises on behalf of the Owner. In addition the Owner will include MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC as an additional insured under the Liability portion of this policy with a minimum limit of no less than $500,000. Said Policies shall be written to protect MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC in the same manner and to the same extent as the Owner. Owner shall provide to Broker evidence of insurance naming MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC as additional insured within 15 days of the date of this agreement and at time of each renewal.

9. ENFORCEMENT OF LEASES: The Owner authorizes the Broker to make all reasonable efforts to enforce the terms of the lease, in accordance with the applicable statutes in the Code of Georgia and any applicable provision of the Fair Debt and Collection Practices Act (FDCPA). Broker will comply with all applicable federal, state and local laws that are now in effect or that will come into effect during the term of this agreement. Owner agrees to pay the costs, including legal fees, incured by Broker for such enforcement.

10. LEGAL FEES & EXPENSES: Owner shall pay all costs and expenses, including but not limited to, any and all court costs, filing fees, witness fees, attorney fees, accountant fees, suits, liabilities, damages and all other costs incurred by Broker regarding legal issues / matters affecting and/or related to the premises, and/or any rental / lease agreement. Owner shall pay all costs and expenses, including but not limited to, any and all collection costs, collection agency fees, court costs, filing fees, witness fees, attorney fees, accountant fees, suits liabilities, damages and all other costs incurred by Broker, the Owner or both, in furtherance of the collection of monies owed by any tenant / former tenant under any current or former rental / lease agreement. Owner is solely responsible for the hiring of any collection company or collection attorney, post-tenancy, regarding the collection of monies owed by any former tenant under any former rental / lease agreement. Owner shall also pay all of the legal expenses including but not limited to, any and all court costs, filing fees, witness fees, attorney fees, accountant fees, suits liabilities, damages and all other costs for legal proceedings as described in Paragraph 11 herein.

11. LEGAL PROCEEDINGS: Broker is empowered to sign and/or cancel leases on Owner's behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to dispossess tenants, and other persons, including without limit, the institution of eviction proceedings in the name of and on behalf of Owner. Additionally, Broker may select the attorney of Broker's choice to handle any such legal matters on behalf of the Owner and to incur court costs, both at Owner's expense. Should

Owner wish to institute and prosecute legal action on his/her own behalf, Owner must inform Broker in writing of such decision, prior to Broker engaging in legal proceedings on behalf of Owner. Broker is not responsible for defending owner against any claims brought against the Owner in any legal proceeding and/or court action.

12. COMMUNICATIONS/NOTICE: Owner agrees to receive any and all communications from Broker at the address, phone and/or fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail return receipt requested at following addresses.

Owner: _____ Phone: _____

Address: _____ Email: _____

City: _____

State: _____ Zip: _____

13. OWNER REPRESENTATIONS AND WARRANTIES:

a. Owner represents and warrantys to Broker that Owner owns the Premises and the full right and authority to lease the Premises.

b. Owner represents and warrants to the Broker that, to the best of Owner's knowledge, the Premises are:

i. free of hazardous and/or toxic wastes and/or substances (*as such terms are defined under applicable federal and state laws*).
ii. fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the Premises.
iii. not the subject of any order to repair or to demolish or other order of any government authority.
iv. in compliance with all currently applicable laws, statutes and governmental rules and regulations. The Owner agrees that he/she will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

c. Owner declares that all mortgage payments have been made and the mortgage accounts are current.

d. Owner acknowledges that he/she is responsible for payment of mortgages, taxes, liens, insurance, and all assessments.

e. Owner acknowledges that security deposits may not be adequate to cover necessary maintenance, upkeep, repairs, etc.

f. Owner warrants that there are operating smoke detectors on the premises.

g. Broker (choose one) ☐ Shall ☐ Shall Not be permitted to allow animals on the property pursuant to any lease pursuant to any lease executed by Broker. If so, such Residential Rental Agreement/Lease shall provide for the payment of a non-refundable pet fee in the amount of no less than $350.00 per pet with a limit of _____ pet(s), with each pet not to exceed ____ pounds. Any Pet Fees are non-refundable and will be treated like monthly rent, subject to Paragraph 5(a) above.

h. Owner understands and agrees that Broker does not assume any liability or responsibility for unknown rules or regulations regarding an HOA applicable to the Property. Property Owner is responsible for providing Broker with true, correct and complete copies of any and all documents and forms pertaining to an HOA applicable to the Property.

i. Owner shall indemnify and save the Broker harmless from any and all costs, expenses, attorneys 'fees, suits, liabilities, or damages from or connected with the management of the Property by Broker or the proper, performance or exercise of any of the duties, obligations, powers or authorities herein or hereafter granted to Broker. Broker shall not be liable for any error of judgment or for any mistake of fact or law, or for anything that it may do or refrain from doing, except in cases of willful misconduct or gross negligence. Owner shall indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.

14. AVAILABILITY OF TENANTS: Broker shall make a good faith effort to obtain tenants for the Premises, but Broker makes no guarantee that tenants can be found.

15. CHANGING LOCKS: Owner agrees, that when one tenant vacates the property and another tenant moves in, that the Owner will have to pay to have all of the locks re-keyed.

16. DATA & RECORDS: Owner agrees to make available to Broker, all data, records and documents pertaining to the property, which Broker may require to properly exercise his duties hereunder.

17. TERMINOLOGY: The term "*Lease*" as found herein shall be considered the one and the same as and have the same meaning as the term "*Residential Rental Agreement*" or "*Rental Agreement*" and may be used interchangeably.

18. LEAD-BASED PAINT DISCLOSURE: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosures") must be signed by Owner and attached to this agreement Owner represents that either (1) the improvements on the Premises were all submitted, commenced, and constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a tenant of the property with the pamphlet "*Protect Your Family From Lead in Your Home*," to provide information to a Tenant of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42 USC 4582(d), as amended.

19. FAIR HOUSING / AMERICANS WITH DISABILITY ACT: Owner acknowledges that Owner and Broker must adhere to Federal Fair Housing and ADA requirements. Therefore, Broker shall have the final decision in the event Broker determines that any Owner's decisions conflict with said laws. Owner shall be liable for any and all fines and costs incurred to defend Owner and/or Broker that are assessed against Owner and/or Broker for such violations.

20. BINDING EFFECT: This agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This agreement shall be governed by, interpreted under and enforced in accord with the laws of the State of Georgia. This is the entire agreement between the parties and may not be modified except in writing signed by both parties.

21. BINDING AUTHORITY: This agreement shall be binding upon the successors and assigns of Broker, and upon the heirs, administrators, executors, successors, and assigns of Owner.

22. HOLD HARMLESS: Except for the willful misconduct of Broker, Owner shall indemnify, defend and hold Broker (including its shareholders, officers and directors) harmless from all loss, damage, cost, expense (including attorney fees), liability, claims, investigations and lawsuits by third parties for personal injury or property damage incurred or occurring in, on or about the Property that are connected with the management of the Property, during the term of this Agreement or after its termination, including any liability for error of judgment, a mistake of fact, mistake of law, or for anything that Broker may do or refrain from doing. Broker, under this Agreement, shall not be responsible for delays in the performance of any obligation unless there is an intentional delay caused by Broker or its employees. Owner shall pay, except as provided elsewhere in this Agreement, all expenses incurred by Broker, including, but not limited to, reasonable attorney fees and Broker's costs and time in connection with any claim, proceeding, or suit involving an alleged violation by Broker or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, Americans with Disabilities Act, fair housing, including, but not limited to, any law prohibiting, or making illegal, discrimination on the basis of race, religion, sex, disability, familial status, color or national

origin, or any other class protected by law; provided, however, that Owner shall not be responsible to Broker for any expenses in the event that Broker is finally adjudicated to have personally, and not in a representative capacity, violated any such law, unless such acts and or omissions are outside the course and scope of Broker's duties hereunder. Nothing contained herein shall obligate Broker to employ counsel to represent Owner in any such proceeding or suit. Owner also agrees to pay reasonable expenses incurred by the Broker in obtaining legal advice regarding compliance with any law affecting the Property or activities related thereto. Broker assumes no responsibility or management of personal property left by Owner at the Property. Owner shall not hold the Broker liable for any willful neglect, abuse or damage to the Property by tenants or vandals or others nor for loss of or damage to any personal property of the Owner or any tenant, including loss due to exchange or theft by tenants or any third party. Broker will not be liable to the Owner or others for any act, default, faulty workmanship or negligence on the part of service providers, contractors or other workmen who have been engaged / hired to provide service to or make repairs to the property provided that Broker has taken reasonable care in engaging them and/or their employees. Further, the Owner shall not hold the Broker liable for any error of judgment or mistake of business decision or law except in cases of willful misconduct or gross negligence.

23. SURVIVAL: Indemnification and other provisions of this Agreement which benefit Broker shall survive any termination of this Agreement.

24. FORCE MAJEURE: Any delays in the performance of any obligation of Broker under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Broker, and any time periods required for performance shall be extended accordingly.

25. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, and counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax, electronic signature or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

26. TERMINATION: Either Party may terminate this Agreement upon a thirty (30) days written notice to the other party. Broker shall continue to be compensated under the terms of this agreement for all monies collected through the termination date. Broker's right to be compensated under this Agreement for any past due (*at time of termination of this Agreement*) Management, Leasing, NSF, Pet Administrative Fees, Late and/or Application Fees shall survive termination of this Agreement and Owner shall pay to Broker all past due fees within 7 days of collection from Tenants. In the case of a past due Leasing Fee, said Leasing Fee shall be paid by Owner to Broker (in full) within 7 days of termination date, even if the Owner has not collected any funds from the Tenant's rent etc. Broker shall provide to Owner within 7 days of the termination date of this Agreement a written invoice of all past due fees and costs.

27. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of law thereof.

28. SEVERABILITY: If any of the provisions of this Agreement, or its application, is held invalid, it will not affect other provisions or application herein which can be given effect without the invalid provision or application. To this end all provisions of this agreement are severable.

Owner shall comply with all applicable statutes under the Code of Georgia and any other applicable federal or local laws. If Broker is unable to comply with such laws due to the action or inaction of Owner concerning the Premises, Broker may immediately terminate this agreement by reason of frustration of compliance with law, by providing written notice of termination to Owner. Upon written notice of the termination of the management agreement to the tenant(s) of Premises, Broker shall have no liability to the tenant(s) concerning any events relating to their tenancy occurring after the termination of this agreement.

WHEREFORE, the parties have executed this Residential Management Agreement or caused the same to be executed by their authorized representative.

THIS AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto subscribed their names on this _____ day of _____ 20_____.

_____	_____
Broker / Property Manager	Owner

MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC

RESIDENTIAL MANAGEMENT AGREEMENT
Addendum "A"

Preferred Rent Amount: $_____

What is the HOA fee? _____ Will this be included in the rent? _____

❑ Send Check to Owner ❑ Deposit Check with Owner Bank ❑ Auto Deposit (ACH)

Name on Account: _____

Account Number: _____

Routing Number: _____

_____
Broker/Property Manager Date

_____
Owner Date

_____
Owner Date

_____
Witness Date

_____
Witness Date

Monthly Statement

This monthly statement is sent to the Owner with invoices, if any, usually by the 11th day of the Month.

Mega Agent
RENTAL MANAGEMENT

Rental Owner Statement

Buildium Sample Reports
123 Main Street
Hometown, MA 99999

Statement Period	Statement Date
4/1/2010 - 4/30/2010	9/22/2010

Bob Sutter
4000 Main Street
Providence, RI 12345

Summary by Property

	72 Church St	74 Church St	76 Church St	Total
Beginning Cash Balance as of 4/1/2010	$3,400.00	$1,040.00	$695.75	$5,135.75
+ Additions				
Income	$400.00	$750.00	$750.00	$1,900.00
Owner Contribution	$0.00	$0.00	$0.00	$0.00
- Subtractions				
Expense	($150.00)	($475.00)	($200.00)	($825.00)
Owner Draws	$0.00	$0.00	$0.00	$0.00
Ending Cash Balance	$3,650.00	$1,315.00	$1,245.75	$6,210.75
-Reserve Target	($100.00)	($100.00)	($100.00)	($300.00)
=Available Cash Balance	**$3,550.00**	**$1,215.00**	**$1,145.75**	**$5,910.75**

Net Income by Property

			72 Church St	74 Church St	76 Church St	Total
Income		Rent Income	$400.00	$750.00	$750.00	$1,900.00
		Subtotal	*$400.00*	*$750.00*	*$750.00*	*$1,900.00*
	Total Income		**$400.00**	**$750.00**	**$750.00**	**$1,900.00**
Expense		Management Fees	$100.00	$100.00	$100.00	$300.00
		Subtotal	*$100.00*	*$100.00*	*$100.00*	*$300.00*
	Repairs	Electrical		$75.00		$75.00
		Plumbing			$100.00	$100.00
		Repairs - Other	$50.00	$300.00		$350.00
		Subtotal Repairs	*$50.00*	*$375.00*	*$100.00*	*$525.00*
	Total Expense		**$150.00**	**$475.00**	**$200.00**	**$825.00**

Net Income	**$250.00**	**$275.00**	**$550.00**	**$1,075.00**

Miscellaneous Forms

These are some forms that you may want to reference during your time under management with Mega Agent Rental Management.

Mega Agent
RENTAL MANAGEMENT

ACH DIRECT DEPOSIT FOR PROPERTY OWNERS

Property Management Division, Mega Agent Rental Management Georgia LLC

I, _____ give Mega Agent Rental Management Georgia, LLC permission to "direct deposit" the proceeds from my rental property into my checking account at:

_____ (Bank/Credit Union). My bank

routing number is _____ and my checking account

number is _____. I have included a voided check for the account listed above where I would like my funds to be deposited.

_____

Property Owner Name (Please print)

_____

Property Owner Signature Date

_____

Property Address

Mega Agent Rental Management
204 River Marsh Ct. • Woodstock, GA 30188
www.MegaAgentRentalsAtlanta.com
(678) 549-4194

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.