



Updated: 8/18/2016

EXCLUSIVE PROPERTY MANAGEMENT CONTRACT & LIMITED POWER OF ATTORNEY

This contract is made and entered into on: _____ (date) under terms and conditions as outlined below. This agreement is between two parties, hereafter known a “parties” or “the parties”; **BCI Properties, LLC** a duly Licensed Real Estate Brokerage, hereafter also known as BCI, PM, Agent or company and;

_____, OWNER(s) of real property below, also known as Client and Owner(s), attest under penalty of perjury that they are the Legal Owner of record, or have the legal right to sign and/or or act for the owner of the following real estate address which is COMMONLY KNOWN AS:

(street address),

City: _____, State: WA zip: _____

The parties mutually agree to terms & conditions as follows:

1 **I. EXCLUSIVE AGENT:**

2 The owner hereby employs BCI PROPERTIES LLC exclusively to operate and manage
3 the described property at **10% of gross amount collected each month**, plus other
4 fees as seen in the rate chart on page 6 below, starting from the inception date of
5 this contract. More than one year contracts require notarized signatures. This
6 agreement shall be automatically renewed for one year periods on the same
7 inception date annually, unless terminated by owner or BCI, with all terms and
8 conditions herein to remain in effect, unless a new contract is signed.

9 **II. BREACH OF CONTRACT:**

10 Should the Owner refuse to allow the Property Manager or Agents to perform their
11 duty according to the Landlord-Tenant Act or the laws governing Agency, Federal,
12 State or Local laws governing Fair Housing; or any other local, state or federal laws;
13 or if property is thought to be in jeopardy of foreclosure; or if in the PM/Agent’s
14 opinion owner appears to be unusually hard to reason with, then PM may terminate
15 this contract immediately in writing and notify tenants of said action. This will also
16 be an allowed breach of tenants Lease without recourse, if the PM/Agent or Tenant
17 believe that tenant may be in **Harm’s Way**, or has been unfairly treated. PM will at
18 all times protect both the owner’s rights, and tenant rights in compliance with all
19 local, Washington State & Federal Laws.

20 **III. POWER OF ATTORNEY:**

21 Owner hereby appoints BCI Properties, LLC (BCI) to provide full Property
22 Management services under the terms below, and to assign a Property Manager who
23 may appoint an Assistant Property Manager as is allowed by RCW Law Code and
24 hereafter these may also be collectively referred to as; "Agent or PM". Owner also
25 authorizes BCI Properties, LLC and their assigned Agent to act for the Owner and in
26 Owner's name FOR THIS PROPERTY ONLY AND ONLY FOR PROPERTY
27 MANAGEMENT AS IT RELATES TO RENTAL PROPERTY, to sign, seal, acknowledge,
28 and deliver leases, agreements and documents as shall be requisite or as said Agent
29 shall deem necessary or proper for the care, management and rental of said rental
30 property as provided for in this contract including but not exclusive of the repair,
31 purchase of materials, signing of contracts, transferring liability of utilities for the
32 property into or out of the Owner's name, signing of MLS Listings plus other
33 common duties of a PM such as appearances before a Judge for Eviction proceedings
34 with or without owner review, prior approval or consideration as deemed
35 appropriate by Agent. The Owner agrees to indemnify, defend and hold harmless
36 BCI Properties, LLC employees and the assigned Agent for actions taken in good
37 faith under this Agreement and Power of Attorney. This Power of Attorney shall not
38 give nor will it allow BCI or Agents any rights to owner representation for any other
39 purpose, sale of this or other property, asset or any other thing of real value, unless
40 stated herein.

41 **IV. OWNER & TENANT DEPOSITS:**

42 Agent will deposit all receipts collected for the Owner in a Trust Account in an
43 institution qualified to engage in the banking or Trust business in Washington State,
44 separate from the Agent's personal account. Agent shall collect, and disburse
45 tenant's security deposits in accordance with the terms of each tenant's lease and
46 RCW Landlord Tenant Law. Owner grants approval to Agent to collect tenant's
47 security deposits on an installment basis, if deemed necessary by Agent. Owners
48 MAY NOT request or ask for Tenant Security Deposits held in Trust outside of legal
49 channels, as they are administered by the PM Agent according to law. Tenant
50 deposits held by owners must be turned over BCI within 24/hours.

51 **OWNER Deposits and Maintenance funds are kept at:**
52 **Bank of America, 11315 Pacific Avenue So. Tacoma, WA 98445.**

53 **TENANT Rent payments are in Operations/Trust Account with:**
54 **Timberland Bank; 12814 Meridian E., Puyallup WA 98373.**

55 Owner's net funds shall be disbursed to owner as quickly as possible. Any interest earned
56 on Owner or Tenant deposits is to be retained by PM/Agent as compensation for the
57 administering of these funds. Tenant deposits are kept separate from Owners funds and are
58 transferred to Owner's account only if and as forfeited for repairs, damages, cleaning

59 charges, or liquidated damages. Any tenant forfeited deposits that are not needed to repay
60 owner for damages or past due rents are considered liquidated damages and are then
61 returned to tenant; however, in some cases these funds are abandoned by tenants or a
62 tenant who may not move into the rental. In such an event these funds shall be given to the
63 owner totally. BCI shall not keep any of these funds other than the agreed on basic fee.

64 Prior to paying owner or putting funds in their account, BCI Accounting Department shall
65 deduct from Owner's funds any commissions due to Agent, eviction fees or costs, Invoices
66 for repair costs or materials, utility charges, taxes, HOA or other owner debts.

67 **V. AGENT AUTHORITY:**

68 The owner hereby gives to PM/Agent the full authority/power to take the following
69 measures, plus assumes any expense and liability that may be related to such
70 actions, without the advance express permission, consultation or consideration of
71 owner...to wit:

- 72 A. To sign or renew Leases on behalf of owner, and to collect rents and/or any other
73 monies due to owner or PM/Agent for Pet Fees, plus to collect from tenants any
74 costs incurred via damages caused by tenants.
- 75
76 B. To terminate or cause early cancellation of tenant leases, with or without recourse
77 or compensation for owner, if deemed to be in the owners best interest, by the sole
78 discretion of PM/Agent with or without prior approval of owner. Example: as in
79 cases where continued tenancy would cost owner additional lost rents, suspected
80 drug activity or damages to the property and/or where there is little likelihood of
81 collection efforts being effective.
- 82
83
84 C. To sign and have served in the name of the Owner such notices as are deemed by
85 Agent as appropriate, including but not limited to Late Notices, Eviction Notices,
86 Inspection of Rental Notice and others as needed.
- 87
88
89 D. To institute and prosecute actions for the Owner, such as Evictions and Collections
90 as may be determined by PM/Agent to be necessary in the name of the Owner, by
91 use of a competent Licensed Attorney, or professional Eviction service at the sole
92 expense of owner. PM shall consult with owner before said expense is levied against
93 owner. PM shall attempt to negotiate and bargain with a tenant, if PM believes that a
94 resolution can be found which causes less expense and harm to the owner.
- 95
96
97 E. To attempt to recover rents through time repayment plans, barter, trades and/or
98 other valuable consideration on behalf of owner where owner may not profit in any
99 other way and when expedient; to settle, compromise, and/or give early release of
100 tenants from a lease or eviction proceedings, or such actions as law suits, eviction
101 proceedings or to reinstate such tenancies if and when deemed by the sole
102 discretion PM/Agent to be in the best interest of owner.
- 103
104 F. Owner agrees that PM assumes no liability for monies that are uncollectible or for
105 any damages, clean up or other costs what so ever related to the management of the
106 property. Any disagreements between Owner and BCI/PM shall be settled with a
107 neutral third party or Arbitrator in Pierce County Washington only.

108 **VI. AGENCY DISCLOSURE:**

109 It is mutually agreed that BCI PROPERTIES, LLC and its Agents represent the owner of the
110 property herein described. The Owner hereby acknowledges receipt of the Agency
111 Disclosure pamphlet entitled, "**The Law of Real Estate Agency.**"

112 **VII. ACCOUNTING & OWNERS FUNDING:**

113 Agent shall account to the Owner for all receipts and disbursements on a monthly
114 basis. As required by law, a W-9 form shall be filled out by Owner. For year-end
115 accounting the owner shall receive a 1099 Misc. form showing gross receipts, by
116 mail no later than January 31st for the previous year. During the existence of this
117 agreement, Agent shall make all mailings to the Owner at the last known address
118 provided to the Agent by the Owner. It shall be Owner's responsibility to provide
119 Agent or Accounting* with Social Security Number or Tax Identification Number to
120 be used on the 1099 form and to check the 1099 for accuracy of said number on
121 receipt.

122 **Update:** new free online password protected accounts are now available for all
123 owners, where you may review your current status, funds paid in or paid out, repair
124 invoices or changes etc. You may contact Accounting for information about this.

125 ****FUNDING OWNERS ACCOUNT:**

126 **Owner(s) accounts shall be funded by the 15th of each month!**

127 **Exception:**

128 If a tenant pays late, then a legal 3-Day Notice to Pay or Quit shall be served by a Process
129 Server, Attorney's Aid or by PM after a 5-day Grace period, with a Fee of \$65 per each
130 posting on a door with a copy mailed.

131 **VIII. PAYMENTS FOR OWNER:**

132 Owner agrees to give advance written 30-day notice to the Agent if Owner desires
133 that the Agent make payment, out of proceeds from the premises, for Mortgage
134 payment, general taxes, special assessments, fire insurance premiums, condo or
135 HOA association fees or other recurring fees. In no event shall the Agent or Agency
136 be required to advance its own money in payment of any owner debts or payments
137 whether provided for herein or not. Any monthly income collected from the
138 property by Agent shall be first applied to current expenses including Agent's fees
139 or unpaid past due amounts which may be charged against Owners account for
140 services rendered, unpaid utilities or other debts and/or Liens on property as
141 deemed necessary at the sole discretion of Agent. Owner further agrees to assume
142 full responsibility for any late charges, collection costs or foreclosure actions
143 resulting from late payment or nonpayment of any item under this agreement
144 should Agent be unable to make said payment due to insufficient funds on hand, lack
145 of income from property, because of non-delivery or delay of mail or for any other

146 reason beyond control of Agent. Agent may use rent funds if needed to pay owner
147 debts.

148 **IX. BASIC MAINTENANCE:**

149 Owner agrees to keep a minimum sum of not less than \$ _____, (\$200 if not
150 filled in) per rental unit, to cover most basic or emergency needs. Owner hereby approves
151 and will pay for any maintenance, plus agent may not need to contact Owner for most
152 common repairs under \$200 as this is considered a basic amount.

153 **Beyond Basic Maintenance:** Agent will attempt to obtain owners approval and funding of
154 any work above \$200 either by phone, email or postal mail. However the Agent shall
155 proceed with the needed repairs, if in the Agent's discretion the repairs are needed to
156 protect the owner or tenant from harm or liability from possible law suits or; to protect the
157 property value of owner's property.

158 **X. Maintenance at Retail:** Owner understands that BCI must make a profit and
159 consents to BCI assigning work to BCI employees at \$65 per hour. BCI will earn a
160 vendor rebate based upon the pre-existing arrangements that BCI has made with
161 vendors or contractors. This rebate is earned through the sheer volume of jobs that
162 BCI generates yearly. However, vendors will rebate to BCI the difference between
163 retail and wholesale prices based upon the volume of work that BCI refers to the
164 contractor, which is not earned nor due owner. The intent is to give the Owner such
165 services at retail and provide BCI a benefit for its efforts in overseeing vendors and
166 contractors. Owner also agrees to pay in advance for any approved repairs over
167 \$200 within 48 hours of request.

168 **XI. PROPERTY MANAGEMENT FEES:**

169 Owner hereby agrees to pay BCI Properties, LLC property management fees, per
170 chart shown below. Owners are locked into the fees they originally agreed to. New
171 Fees, updates and terms are subject to change without Notice to owner but will not
172 apply without a new contract. Owners pay retail prices for all repairs, maintenance
173 and remodeling work. BCI will pay a wholesale cost from some vendors which is not
174 disclosed or shared with owner. Owners will not see or obtain our wholesale vendor
175 invoice, but will receive a detailed BCI Properties Invoice. In this way we at BCI will
176 make a profit. Owners have the right and option to hire their own contractors if
177 desired of course.

178 **Note:** the minimum Management Fee collected shall be no less than \$75 a month for
179 any managed property. When a tenant pays rent, owners are paid 1st before
180 management fees, however overdue maintenance invoices and fees for court action,
181 Attorney fees and notices shall be paid by owner when due or these may be taken
182 from rents received.

XII. FEE CHART

1. Set-up fee	NO FEE!	Many companies charge a setup fee. We do not.
2. Management Fee* Note: \$75 minimum. 4-9 Rental Units..... 10-29 rentals..... 30 + rental units/doors...	10%/yr 8% 7% 5%	If we do not collect the rent, you do not pay a fee! These fees are for services outlined in this contract. Plus you have an online account with real time reports. *We are the only PM company that discloses all of our fees, no hidden fees. See Proof at: www.Tacoma-property-managers.com
3. Lease up Fee *1st month fee from rent, only for new rental contracts. Not for Renewals.	50% of 1 st month's rent only.	1 st month only. No fee for Renewals. Helps offset Advertising & overhead costs. Thousands of dollars a month are spent for overhead plus paying Realtors an MLS Fee to bring us a tenant. Applies to first full month of rent only.
4. Emergency Trust *This is owner's money, held in a Trust Account, there will be no fee to manage it.	NO FEE!	These funds are for Emergency Maintenance needs, and can be used to pay day-to-day operating expenses if needed for an owners benefit. A reserve of \$400-\$500 is normal for single family properties. Multi-family units are negotiable.
5. Lease Renewal	NO FEE!	For existing tenants who want to stay, NO FEE to owners.
6. Vacant Property Maintenance Fee.	NO FEE!	We do not charge a fee to manage a vacant property. Option: if owner wishes us to cut the grass as needed and keep the place clean while vacant, then there is a basic \$100 minimum monthly fee while vacant, contingent on review of needs and owner approval.
7. Notices & Legal Document Delivery Fees	NO FEE!	These are Attorney & Legal Notice Fees. If a tenant does not pay these Fees, then owner must pay. In time these are sent to a Collection Agency, to recoup owner's money.
8. NSF fees, late notice & miscellaneous fees.	NO FEE!	These are fees which BCI has charged to tenants. Owners must pay these fees only if tenants do not pay as expected. Owners <u>never pay late fees</u> , only tenants pay these.
9. Annual Admin Fee	\$75	A year end fee is assessed to help cover costs of the preparation of annual year-end statements, rent-rolls, 1099 Federal Tax form and annual review of entire account.
10. Property Inspections	NO FEE!	We schedule a photo inspection with written report at 180 days post occupancy, plus drive-by inspections during the year which can trigger a spot Inspection. FREE SERVICE!
11. Eviction Costs *We attempt to negotiate with tenants first to get them to move out.	Costs:	Fees for the eviction process can cost from \$200-\$900 as an estimated average with court costs, Attorney Fees and management fees. Owners must pay \$500 deposit at the time of Eviction inception, with refund later if and when collected.
12. Cancellation Fee	NO FEE!	*EXCEPTION: See section below for details.
13. Unpaid Invoice fee	NO FEE!	For unpaid owner invoices that are past due.
14. Bill payment fee	NO FEE!	Regarding payment of mortgage, insurance, HOA dues, etc. We do not charge a fee for this service, unless we are charged such as a late payment fee beyond our control.
15. Maintenance Fee	NO FEE!	When repairs or maintenance is needed, BCI is "hands on" with supervision of the task needed. Owners do not pay BCI a fee, but <u>do pay retail costs</u> . See Section above.

184 **XIII. PAYMENT for repairs:** Owner agrees to rush any monies required to cover repair,
185 maintenance or other expenses to PM Agent immediately upon request. All vendor work
186 orders and payments must go through BCI books if work is arranged or monitored by Agent.
187 Owner agrees to send funds to Agent within 72 hours or failing this payment method,
188 directs Agent to use rental funds for this purpose.

189 **XIV. LIABILITY for Maintenance:** Owner will NOT hold BCI Properties, LLC, its Agents,
190 owners or employees liable or legally responsible for any errors, mistakes or damages of
191 any kind which may be caused by Licensed Vendors who are hired to do repairs on behalf of
192 the owner. PM/Agent shall attempt recovery for any loss to owner by an errant vendor
193 however and effect a remediation of errors, mistakes or damages of any kind by a vendor.

194 **XV. LANDLORD DUTIES:** Reference; www.atg.wa.gov/landlord-tenant.aspx
195 Owners hereby agree that they have seen Landlord Duties Booklet or the website
196 referenced and realize that this is a part of RCW, Washington State Landlord Law.

197 **XVI. UTILITY & SERVICE CONTRACTS:**

198 Owner authorizes Agent to make contracts for the provision and payment of basic utility
199 services such as electricity, gas, fuel, water, cable TV where approved, refuse, washer/dryer
200 services and any and all other services or as the Agent shall deem advisable. The Owner
201 agrees to assume the obligation of any contract so entered into at the termination of this
202 agreement and to have the charges for said services deducted from owner's account.

203 **XVII. TAXES:**

204 Owner is liable and hereby agrees to pay any and all taxes for property and repairs.

205 **XVIII. ADVERSE OR LEGAL ACTIONS:**

206 Any adverse or legal actions which may cause harm to the tenant or BCI Agent, such as Foreclosure
207 proceedings, Notice of Lien by City, County or other Legal entity, which is levied against the property
208 that is not caused by the PM is considered harmful to BCI and/or the tenant and shall be cause for
209 immediate termination by BCI of this owner agreement. Harmful actions may include but is not
210 limited to communication by Owner with the tenant in which tenant or PM/Agent is put in or made
211 to feel as though they are put in "harm's way" and is a breach of contract with BCI and will force a
212 breach of the tenant lease by owner. If tenant decides to move out, then tenant shall retain their full
213 deposit and be refunded a pro-rate of any paid rent as liquidated damages to help cover their move-
214 out expense. This is not the sole remedy for owners who think that they have been harmed beyond
215 what the tenant deposit covers. Owners also can attempt recovery from tenants for damage or
216 cleaning left by the tenant, after termination of this contract through small claims or collections.

217 **XIX. SAVE/HARMLESS:**

218 Owner agrees to indemnify, defend, and save PM AGENT from any Legal Suits or negative actions in
219 connection with the premises and from liability for damage to property and injuries to or death of
220 any employee or other person whomsoever, and to carry at his (its) own expense public liability
221 insurance with BCI Properties, LLC named on policy as additional loss payee as seen below.

222 **XX. LIMITATION OF GENERAL LIABILITY:**

223 Agent shall be responsible only for damages caused by Agent's gross negligence, recklessness or
224 intentionally damaging conduct. In no event shall Agent be responsible for damages caused by good

225 providers regardless of whether or not hired by Agent. Owner agrees to indemnify, defend and hold
226 agent harmless for actions taken by Agent in good faith on Owner's behalf. Agent shall at all times
227 attempt to protect owner's rights and property in good faith even if, in retrospect, such decision
228 proved to be imprudent or wrong. Agent shall bear no responsibility for the acts of tenants or third
229 party vendors, contractors or service. Statute of Limitations limits WA State; all parties to this
230 agreement hereby agree that any claim against the other party be filed within one year at most.

231 **XXI. INSURANCE:**

232 BCI Properties, LLC has commercial insurance with Farmers Insurance. Policy details are available by
233 request anytime. Owner acknowledges having an adequate fire and liability insurance coverage
234 policy for this rental property and shall also have named BCI Properties, LLC as an "Additional
235 Insured" for Liability reasons, minimum coverage shall be as required by their mortgage lender on
236 Owner's Home Insurance Policy. All such insurance policies shall provide evidence that the Agent
237 shall receive thirty (30) days written notice prior to policy cancellation. See section XXXVI below for
238 details.

239 **XXII. SCHEDULED BCI PROPERTY INSPECTIONS:**

240 **BCI/AGENT INSPECTIONS:** At six month, or mid-term. One prior to tenant occupancy, second inspection is 6
241 months later and final inspection is at the end of a lease term. A report with Photos will be sent to owner via
242 email by owner request at no cost to owner, once a year if tenant stays.

243 **XXIII. OWNER INSPECTIONS:**

244 By Law, owners must notify Agent and Agent will then notify tenant if owner desires to inspect the property.
245 Agent is required to give the Tenant 48 hours written notification prior to the inspection and tenant must have
246 time to acknowledge appointment or provide an alternate appointment if owner or Agent set time/day is an
247 inconvenience for tenant. (set by RCW Law)

248 **XXIV. PET FEES:**

249 All non-refundable pet fees shall be given to owners with **NO property management fee**. Owner approves and
250 agrees that these deposits may be made in payments by tenant if deemed necessary by PM unless owner agrees
251 to monthly pet deposits, which shall be added to rent at \$25 per month per pet, non-refundable and more money
252 for owner, but PM shall treat this as added rent and part of the regular management fee.

253 **XXV. Miscellaneous Fees:**

254 Agent shall retain bad check fees, as our Bank charges us, late fees, notice delivery fees plus other similar fees as
255 we pay these fees out to Banks, Process Servers and Eviction companies, if any funds are left which are not paid
256 out, they are then our compensation for expenses incurred.

257 **XXVI. CANCELLATION or TERMINATION:**

258 **A. NO Renter:** BCI will have an approved applicant within six (6) weeks of the owners property
259 being READY TO RENT, or there shall be NO FEE to cancel this contract.

260 **B. Exception:** If the failure to find a tenant is the owner's fault due to higher than normal rent; poor
261 property conditions; safety or health issues; for being unreasonable in accepting a BCI approved
262 tenant; demands by owner to exclude a protected class, or if PM has taken a deposit or contract to
263 rent the property, then the **cancellation fee is \$500.**

264 **C. Owner Fault:** If communication by Owner with tenant or PM, during which either is made to feel
265 as though they are put in "harm's way" or; if owner will not repair or cause to be repaired an
266 essential or included item or; failure to authorize maintenance within RCW legal time limits, or;
267 which is considered a health or safety need, or; if owner refuses to allow Agent to keep property in
268 good condition, then this shall be grounds at Agent's sole discretion for immediate cancellation of
269 this contract with the fee imposed.

270 **D. Notice of cancellation:** if owner is cancelling this contract, it must be by 30-Day Notice in writing
271 30 days prior to annual renewal date. Early termination will be subject to a cancellation fee of \$500
272 as noted above. Exceptions are as seen and noted above.

273 **E. Three [3] Year Contracts:** upon early termination of a three year contract, there will be
274 2% levied against the account for each month pro-rated in arrears, charged to the first day
275 of management.

276 **XXVII. Default of Deposits:**

277 Should Tenant default and if not move into rental as agreed, with no damages to owner's property,
278 then deposits that are forfeited shall be **totally credited to the Owners account** with only the basic
279 BCI fee as noted herein.

280 **XXVIII. ADVERTISING*:**

281 **NO upfront cost.** BCI will assess a one-time Leasing Fee on the first month of rent, as seen above
282 only after finding a suitable tenant, to help offset our costs of advertising and overhead costs. BCI
283 pays for thousands of dollars in advertising, including but not limited to online websites, signs, flyers,
284 print media, plus MLS Listing costs. We also work closely with the Military Relocation Services AHRN
285 + Military RPP Program, and have syndication on many other websites. Although, BCI does not
286 charge up front for Advertising, these costs are offset by our Lease Up Fee.

287 **XXIX. DEFAULT IN RENT & EVICTION PROCESS:**

288 A Tenant becomes delinquent in rental payments on the 2nd day after rent is due. Grace period of 5-
289 days is granted. After the 5th we will begin the official legal Eviction process. Any legal expenses shall
290 be the financial responsibility of the Owner to pay naturally. We ask for a **\$500 minimum advance**
291 **deposit** to begin the Eviction, but often we are able to convince a non-paying tenant to move out for
292 less than \$200 in cost. Agent assumes no responsibility for any loss or cost to owner.

293 **XXX. RENT TO OWN OPTION:**

294 This option is offered by BCI Properties, LLC as an option to owners. Terms & conditions are to be
295 spelled out on a NWMLS Form-75 Addendum which is attached to the Lease and must include a
296 Purchase and Sale Agreement on a NWMLS Form-21 with all other required Addenda and signed by
297 the tenant/buyer and seller. Monetary consideration for owner or the seller is to be established
298 within these documents. Sale is not contingent or dependent on tenant obtaining financing or on
299 appraised value at time of sale. If owner accepts this option now or in the future, the fee to Agent
300 shall be 3%, not the standard 6% if it is the tenant who is buying the property with no other party
301 involved in the transaction. Owner will pay standard Escrow fees and taxes etc.

302 **XXXI. ATTORNEY FEES & LITIGATION COSTS:**

303 If a disagreement occurs between the parties who signed below to this agreement for any reason
304 whatsoever, which results in litigation or court action, then the party prevailing in the litigation shall
305 be compensated by the losing party for attorney fees, court costs and any other reasonable fee
306 incurred including but not limited to re-key costs, securing of abandoned building or collection costs
307 to recover such fees. Any arbitration, jurisdiction rights, disputes of any kind or court proceedings
308 shall be held in Pierce County Washington.

309 **XXXII. OWNER RIGHT TO RENT, FORECLOSURE & CANCELLATION:**

310 The PERSON(S) signing this document signify that they are the Owner or have submitted a legally
311 binding Power of Attorney, under penalty of perjury that he/she has the legal right to rent or lease
312 the subject property herein referred to. Furthermore Owner or person signing, signifies that this
313 property is not in danger of foreclosure, is not late on payments to their Lien Holder (if applicable)
314 and that if the mortgage or note payments become late more than 30 days, then Owner or owners

315 agent will notify BCI Agent. BCI has the legal right to ask owner for the name, address and contact
316 information of the property lien holder at any time to confirm status and owner agrees that the
317 above Power of Attorney gives the Agent the right to contact lien holder to obtain and share
318 information only, but not to act as owner to make any changes to owners loan contract.

319 **XXXIII. MORTGAGE PAYMENT:**

- 320 1. If you wish BCI Properties, LLC to make your Mortgage Payments, you will need to sign a
321 Letter of Authority which is obtained from your mortgage company, which will allow us to
322 communicate with a Lien Holder.
323 2. Do you wish PM Agent to make your Mortgage Payments? Circle one: YES / NO
324 3. Have you obtained and signed the Letter of Authority? Circle one: YES / NO
325 *If you have circled NO .., then we cannot pay your mortgage for you.

326 Mortgage Company: _____
327 Loan #: _____
328 Address of company: _____
329 Payment Amt. \$ _____
330 Mortgage Company Phone: _____ Tax Parcel #: _____
331 Mortgage Company Contact Persons name: _____

- 332 4. Do you wish Agent to make your Homeowner Association Payments.
333 Circle one: YES / NO
334 5. HOA/Condo Assc. Acct #: _____
335 Name of association: _____ Their Phone: _____

336 Name of Contact Person: _____
337 Address of Association or HOA: _____
338 Payment Amt. \$ _____

339 **XXXIV. PAYMENT TO OWNERS - OPTIONS:**

- 340 1. **Send proceeds to you at your home by check.** Initials: _____
341 2. **Send proceeds to your Bank electronically*.** Initials: _____

342 Please provide a voided check for ACH Deposit: (voided check ok) or fill out below;
343 () Savings () Checking at: _____ (Bank name)
344 Branch Address: _____
345 Account Number: _____
346 Routing Number: _____

347 **XXXV. Owner Required Insurance:**

348 Owner is asked to have an extended fire policy and minimum of \$300,000 liability insurance
349 naming BCI Properties, LLC as an additional insured with interest as Property Managers
350 only on your liability policy. Owners are required to contact their Insurance carrier to add
351 BCI Properties, LLC to their Policy. See section XIX above for BCI Insurance coverage info.

352 **Name of Insurance Company:** _____

353 **Policy #:** _____

354 **Name of Agent:** _____

355 **Phone #:** _____

356 Note: Insurance carriers generally do not raise premiums when making this change.

357 **XXXVI. In case of Emergency:**
358 Nearest Relative or Friend : _____ (name)
359 Address: _____ Phone: _____
360 Relationship To You: _____

361 **XXXVII. Utilities / Keys / Misc. Details:**

362 A. Utilities must stay on during vacancies to keep your insurance in effect, to keep pipes from
363 freezing and to make the house more inviting to prospective tenants.

364 B. When the property is vacant, the owner wishes: **(choose one):**

365 Initials: _____ Utilities to be billed to owner (Recommended)

366 Initials: _____ Utilities to be billed to Property Manager*

367 Postal Box Number: _____ Gate code: _____ Parking space # _____

368 *Owner must have sufficient funds deposited in Trust Account, to pay for one month's utilities.

369 **XXXVIII. UTILITY COMPANIES:**

370 Please provide the following information:

371 **ELECTRICITY:** Company: _____ Phone: _____

372 **GAS/OIL:** Company: _____ Phone: _____

373 **WATER:** Company: _____ Phone: _____

374 **REFUSE:** Company: _____ Phone: _____

375 **SEWER:** Company: _____ Phone: _____

376 **OTHER:** Company: _____ Phone: _____

377 **Keys:** Owner shall provide Property Manager with three keys to each door lock on the
378 property. Two keys for tenant(s) and one key for Landlord access.

379 **ANY PROBLEMS WITH PROPERTY:** (Ex: pipes freezing in cold weather, light switches etc)

380 _____
381 _____

382 **ADVERTISING TIPS YOU WISH TO SHARE?** (Ex: Good schools, neighborhood, and etc.)

383 _____
384 _____

385 Do you plan to return to your home? (Circle one): Yes or No . If so, when? _____

386 **XXXIX. Owner will deposit the following funds with PM/AGENT:**

387 (x) n/a Account set-up & origination fee - **NONE REQUIRED.**

388 (x) \$ _____ Owner Emergency repairs, or reserve Per Unit (\$200.00 Minimum
389 recommended to \$500 maximum.) This may be funded by taking the funds from the 1st
390 months' rent. This will be done automatically if space left blank or if no funds are entered
391 into this space.

392 () \$ _____ Utility Reserve payments/bills

393 () \$_____ Cleaning house, Pro carpet cleaning or other requested Repairs
394 () \$_____ Other; _____
395 \$_____ **TOTAL** funds paid to: BCI PROPERTIES, LLC

396 **XL. PROPERTY INFORMATION:**

397 **Desired Lease Term:** () One Year () Monthly or; () Other*: _____

398 **Max Preferred Rent:** \$_____ **Minimum Rent:** \$_____

399 **Security & Cleaning Deposit:** \$_____

400 **Sewer - Owner pays;**_____ **Tenant pays:**_____

401 **Security system monitoring - Owner pays;**_____ **Tenant pays:**_____

402 **Washer/Dryer supplied by owner:** _____yes or _____no.

403 **Bedrooms:** _____ **Bathrooms:** _____

404 **Garage:** Yes or No (circle one)

405 **Square Foot of dwelling:** _____

406 **Type of dwelling:** Single Family Home - Multi-plex Apartment - Condo/Townhome (circle one)

407 **Type of heat:** GFA EFA (circle one)

408

409 **XXXXI. RESTRICTIONS**

410 **SMOKERS:** () No () Yes

411 **SECTION-8:** () No () Yes

412 **PETS Allowed:** () No () Yes

413 **PET POLICY - if allowed:** *If NO pets allow, cross out this section!

414 Cats: _____ Allowed. _____ Not Allowed.

415 Dogs: _____ Allowed. _____ Not Allowed. *If allowed, please see our restrictions chart.

416 Pet Restrictions if allowed: _____

417 One Time Pet Fee: \$_____ per pet, (\$250 pp recommended)

418 Optional: \$_____ per pet per month to be added to rent. (\$25monthly recommended)

419 Please note any concerns/other restrictions: _____

420 ***SECURITY COMPANY:**

421 If monitored;

422 () Monitored by: _____ Phone: _____

423 Security Company Address: _____

424 Location of Alarm Box: _____ Panic Alarms: _____

425 Location of Key Pads: _____ Master Code: _____

426 () Maintenance Agreement with _____ Phone: _____

427 **() OTHER AMENITIES IF NOT LISTING ON LIP SHEET**

428

429 () Security Gate Remotes # _____ Code: _____

430

431 **XLII. OFFICIAL BINDING ACKNOWLEDGEMENT:**

432 Owner and Agent acknowledge that there are no other agreements, verbal or written other than
433 those stated on this contract for Exclusive Rental Agency, Employment Contract and Power of
434 Attorney regarding this specific property, unless attached to this agreement as an Addendum.
435 Receipt and agreement with all terms, plus any Addendum, of this contract has been confirmed and
436 agreed with as shown by signature of all parties below. Owner hereby acknowledges that he/she has
437 had sufficient time and opportunity to review and have legal advice regarding this document as
438 needed. Due to liability concerns, tenant applications and screening will not be given or shared with
439 any 3rd party **including owners** without a court order, due to possible liability issues and conflicts of
440 interest. This agreement may be shared with a licensed collection or eviction agency, or by court
441 order to a third party, or as part of an asset transfer, as during a sale to a Washington State Licensed
442 RE Agency.

443 This agreement shall be binding upon Owner, Agent and the heirs and/or administrators, executors,
444 assigns and/or successors of the Owner and Agent. This agreement shall continue on a month to
445 month basis after it expires, unless renewed or cancelled by either party. Cancellation requires 30
446 days advance Notice in advance of cancellation by Owner and/or Owners Agent(s), successors or
447 assigns. BCI/Agency has up to 14 days to produce a final Invoice settlement of Owners account in full
448 with remittance of all deposits, keys and copies of tenant leases etc. Early cancellation may require a
449 fee to be paid, see cancellation section above.

450 **XLIII. LEGAL NOTICE:**

451 There are various laws, regulations and restrictions in many cities that an owner has the
452 responsibility to be aware of, such as the requirement to obtain a City Business License, such as **City**
453 **of Tacoma Business License** if you are renting your property for a profit, plus a Provisional
454 Business License may be required. There is also an annual **City of Tacoma Inspection** which will
455 ensure that the property does not endanger the health and safety of tenants, which is based on State
456 Legislation that was passed in 2010 that is mandatory on all rental properties. There may be a “side
457 sewer” inspection required, but as of this writing it may not be mandatory. BCI does not have all the
458 information to supply to owner on these and other laws, rules and regulations as they may change. It
459 is the owner’s responsibility to become knowledgeable about all Laws and to research what is
460 required by City, County, State and Federal governmental bodies. It is the responsibility of the owner
461 of the property to comply with these laws.

462 **XLIV. FREE RENTLY LOCKBOX PROGRAM**

463 BCI Properties, LLC Agent will install a Free Rently.com secure lockbox on the
464 owner’s property as an aid to allow “self-showing” of the property to all prospective
465 tenants, which requires credit card approval and gives BCI Agent immediate notice
466 of viewing by cell phone and email. All details with a \$5,000.00 assurance provision
467 is described at bcirent.com/lockbox or details may be seen at: rently.com/terms -
468 Use of Rently lockboxes have proven to aid in faster rental of homes in a National
469 survey. If owner does not want this free feature, please initial here: _____. Leave
470 blank to signify approval.

471 **XLV. RISK MANAGEMENT PROGRAM**

472 Free at no costs to Owners, BCI offers a program to help tenants who have lost their
473 home due to foreclosure or bankruptcy and tenants who have had medical
474 collections, student loans showing up on a collection report and/or other needs
475 such as Section 8 housing assistance and other hardships. **Benefit to owners** is that it
476 will be easier and faster to find a tenant, plus such tenants are often eager to regain their
477 credit rating or simply restore their credibility through this program which will add a \$100

478 monthly fee to their rent. This will be retained by BCI for use to help tenants, monitor
479 tenants more closely and if they pay "on-time" for 12 consecutive months then on request
480 the fee will be removed and the tenant will get a Good Tenant letter from BCI. If owner does
481 not want this free feature, please initial here: _____. Approval implied if blank.

482 **XLV. SALE OPTION FOR OWNERS OF RENTAL PROPERTIES:**

483 An owner may decide during the process of leasing to sell the property to the current tenant or to a
484 separate individual procured by BCI Properties, LLC. Under both circumstances the owner agrees to
485 pay **3 percent** of the sales price as a fee to BCI who will handle the necessary Purchase and Sale
486 Contracts & open Escrow.

487 For owners who wish to eventually sell their properties, BCI Properties, LLC is a fully Licensed & Full
488 Service Real Estate Brokerage. Although specializing in the management of rental properties, we also
489 offer **RENT-TO-OWN** or **LEASE/OPTION** plans to owners for increased rent and to help assure the
490 future possible sale of their property. Owner has filled out a Federal W-9 form, see attached. The 3-
491 page attached NWMLS Form-63 LIP Data sheets are included as part of this contract.
492 _____

493
494 I/We hereby signify that I/We am/are the true and registered owner of this property. The owner
495 agrees and confirms that all data and information within this contract is accurate and true!

496 *Notary required if contract is more than one year.

497 **Owner # 1:** x _____ Date: _____

498 Printed name: _____

499 Home Phone: _____ | Work Phone: _____

500 **Cell Phone:** _____

501 **Mailing Address:** _____ City: _____

502 State: _____ Zip: _____

503 ***Email** Addresses to send reports to:

504 _____@_____

505 _____

506 **Owner # 2:** x _____ Date: _____

507 Printed name: _____

508 Home Phone: _____

509 Work Phone: _____

510 **Cell Phone:** _____

511 **Mailing Address:** _____ City: _____

512 State: _____ Zip: _____

513 ***Email** Addresses to send reports to:

514 _____@_____

515
516
517 **Licensed Agent of BCI - x** _____ Date: _____

518 _____ Date: _____

519 Agent print name

520

521 **BCI Properties, L.L.C.**

522 **9702 South Tacoma Way, Lakewood WA 98499**

523 Main office: (253) 531-1010 | Accounting: (253) 531-2600 | Fax: (253) 531-5358

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