



### Other Services Contract and Agreement

This **SERVICE** agreement (“Agreement”) is made by and between West Property Management (“Manager”) and Names (“Owners”).

**APPOINTMENT:** Owner hereby appoints Manager as the sole and exclusive renting and Management Company of the Owners property (“Property”) situated at:

Address	City	State	Zip
---------	------	-------	-----

1. **TERM AND FINAL SETTLEMENT:** This Agreement shall become effective upon execution date and is anticipated to continue for 2 months, until the property is rented unless either party gives the other a notice of termination (“Termination Notice”) personally or by certified mail, return receipt requested. Such Termination Notice shall take effect as of 11:59 p.m. on the last day of the first full calendar month following such notice. As soon as practical after expiration, fulfillment or termination of this Agreement, Manager shall provide Owner a final accounting of the matters subject to this Agreement. If such accounting shows that Manager is owed any amount, Owner shall pay the same within 30 days of receiving the Manager’s accounting.
  
2. **TENANT CHARGES:** Additional fees may be charged to tenants, and may be collected and retained by manager. These charges include but are not limited to: service of notice fees, returned check fees, lease initiation and late fees, collection/attorney’s fees, and lock-out service fees.
  
3. **ADVERTISEMENT:** Manager shall arrange to advertise the Property on the Manager’s website and obtain and post rental signs on the Property at no additional cost to Owner. Out of pocket costs for advertising in newspapers and other forms of advertising shall be subject to Manager’s prior approval as “Additional Options”.
  
4. **GENERAL AGENT POWERS OF MANAGER:** All inquiries received by Owner concerning leases or renewals or agreements for the rental or operation of the Property shall be referred to Manager. Any negotiations connected therewith shall be conducted solely by or under the direction of Manager. Manager is authorized, in the name of and at the expense of Owner, to make all necessary contracts for utility and other services necessary for the protection and proper management of the Property. Manager shall have such other general authority and power as may be necessary or advisable to carry out the purposes of this Agreement. This agreement is expressly assignable to another qualified property manager at the discretion of the Manger.
  
5. **COMPENSATION:** Owner shall pay Manager the following compensation in addition to any reimbursement or indemnification to which Manager is otherwise entitled pursuant to this Agreement:
 

a. \$375.00 Marketing and Lease Plan	Marketing and Lease Package	<input type="checkbox"/>	<b>Choose one</b>
b. \$175.00 For Tenant Screening	Tenant Screening Package	<input type="checkbox"/>	
  
6. **Payment:** is not due until the tenant pays the deposit and first month’s rent. We will then deduct our fee out of the monies that we have collected on the owner’s behalf and write the owner a check for the rest.

- 7. BANK DEPOSITS:** All money received by agent for or on behalf of Owner shall be deposited in a federally insured financial institution in a segregated interest-bearing account maintained by Manager for the deposit of Owner's money. Owner authorizes and directs that all interest shall accrue to the benefit of Manager. Any processing fee required by the Manager, and all costs of setting up, maintaining and closing the account shall be paid by Manager. Such money shall not include any sums properly deducted by Manager pursuant to any provision of this Agreement.
- 8. RELEASE AND INDEMNIFICATION OF MANAGER:** Owner releases Manager from liability for injury to person or damage, destruction or loss of Owner property, including the Property, occurring while Manager is carrying out the provisions of this Agreement or acting under the express or implied directions of Owner. Owner shall further defend and indemnify Manager with respect to liability for injury to third persons or damage, destruction or loss of property of third parties, occurring while Manager is carrying out the provisions of this Agreement or acting under the express or implied directions of Owner. Notwithstanding any other provisions to the contrary, Manager shall under no circumstances have any liability greater than the amount of the real estate commission or fees paid hereunder to Manager (excluding any commission amount, paid to cooperating real estate broker, if any). Owner's insurance shall be primary and without right to contribution in any case in which both parties' insurance applies. Due to the volume of business and agent's business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to agent and its employees. Agent does not markup invoices and charges to owners and therefore, agent retains all available discounts, gratuities, and rebates. Agent shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation.
- 9. BINDING EFFECT; CONTROLLING LAW; VENUE:** This agreement supersedes all previous management agreements, both verbal and written. This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns. This Agreement shall be deemed to have been made in the state the property is located and that state's law shall apply exclusive of its conflict of law's provisions. Venue for any dispute regarding this Agreement shall lie exclusively in courts sitting in the county and state the property is located. The unsuccessful party in litigation to enforce the terms and conditions of this Management Agreement shall pay the reasonable attorney fees and costs of the successful party.
- 10. FORECLOSURE:** Owner certifies that all mortgage obligations, property taxes, association fees, (and/or any other obligations which could lead to a foreclosure action against the property) are current at this time and further agrees to keep them current and paid in full as required. Should manager be notified in any manner that a foreclosure, bankruptcy, or similar action has been initiated against the subject property, Owner authorizes manager to freeze all funds related to that property and manager will make no further disbursement to Owner. Owner has 30 days to cure the default that initiated the foreclosure action or provide evidence that the foreclosure was initiated erroneously by the lending institution. Should Owner fail to cure the default, Owner authorizes manager to refund the security deposit to Tenant and to deduct from any Owner's funds on hand with manager all amounts due to manager or Tenant including, but not limited to, any refund to Tenant of prorated rent, commissions or expenses. Owner and manager agree that nothing in this paragraph shall limit Agent's other legal remedies to collect from Owner any unpaid fees due to manager. Furthermore, manager shall charge a monthly per unit foreclosure management fee of one hundred dollars to owner in addition to regular management fees, while property is in default.
- 11. INSURANCE:** Owner shall secure and maintain property insurance in an amount of not less than the full replacement cost of the Property with a deductible of not more than \$5,000. Such insurance policy shall either permit Owner's release of Manager as provided above and/or affirmatively waive the insurer's right to subrogate against Manager (i.e. recover from Manager payments to or for the benefit of Owner made on account of a covered loss). In addition, Owner shall secure and maintain public liability insurance with respect to the Property naming Manager as an additional insured. Owner shall further secure such other insurance as may be necessary for the protection of the interests of both Owner and Manager. Subject to the minimum requirements stated above, the insurer and the amount of coverage in each policy shall be

mutually agreed upon by Owner and Manager, and a certificate of each policy issued by such insurer shall be delivered to Manager by Owner upon request

- 12. DISPOSITION OF PROPERTY:** If the Property is sold, demolished or condemned beyond the cost of restoring the Property to an economically viable rental property, this Agreement shall automatically terminate on the date of closing, demolition, or transfer of title to the condemning authority. If Owner fails to comply with any governmental rule, order, ordinance or law applicable to the Property, Manager may terminate this Agreement by written notice. Such termination shall be effective as of the giving of such notice.
- 13. Conversion:** If the owner elects to convert to our Full Management Plan within 2 months of the lease initiation we will convert the applicant and owner agreements over for free and credit the account 30% of the fee that was charged. If owner elects to switch after 2 months we will convert for free but no credits will be issued.
- 14. Notice:** The Guarantees that are offered by West Property Management do not apply to these two service plans. Any revenue or lack of revenue is solely between the tenant and the owner. Owner agrees to take full liability related to the property under Utah law. Any wrong doing or breach of contract from either party is to be dealt with solely by the owner. It should be noted that for either of these agreements that a Utah approved application will be used for the lease between owner and tenant. Our company lease may be used if manager elects to do so. If the owner where to convert to our management plan our Company Lease Agreement will be used.
- 15. Tenant Screening:** While it is illegal to discriminate on the basis of ethnicity, religion, gender, age, or familial status, it is absolutely acceptable to turn down applicants for poor credit or rental history. We are\*obligated by the Fair Housing Act to allow a tenant with proper documentation to have a companion animal; however, the tenant is responsible for any damages caused by the animal.

**Marketing and Leasing Plan Includes:**

Video tour of the home	Tenant Screening	Lease Signing
Pictures taken of the property	Employment Verification	Collection of first Deposit
Advertised on our professional site	Credit/Criminal Check	Collection of 1 <sup>st</sup> Mo Rent
Advertised on 10 sites	Rental history review	Pay Owner

**Tenant Screening Plan Includes:**

Employment Verification	Rental history review	Collection of Deposit
Credit/Criminal Check	Lease Signing	Collection of 1 <sup>st</sup> Mo Rent
		Pay Owner

## Getting Started

### Marketing and Lease Agreement:

1. Sign agreement
2. Fill out our Property Data Sheet
3. We need 3 copies of the Keys
4. We will take it from there!

### Tenant Screening Agreement:

1. Sign agreement
2. Send your applicants to our website-Tenant Application
3. We will take it from there!

First Name	Middle	Last	
Address	City	State	Zip
Home#	Cell#	Work/Other	
Email	Other Contact Info		
Preferred Name on Statement (if different)			
Name of Spouse	Spouse Cell#		
Notes			

IN WITNESS WHEREOF the parties have executed this Agreement

Owner Signature	Date
Owner Signature	Date
Managers Signature	Date

**WPM ONLY**