# EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT Long-term Rental Property

This Exclusive Property Management Agreement is entered into by an	nd between		
and Mill House Proper	rties, LLC		("Owner")
IN CONSIDERATION of the mutual covenants and promises set for contracts with Owner, to lease and manage the property described be time to time agree in writing will be subject to this Agreement (the "I upon the terms and conditions contained herein.	rth herein, Owner he below, as well as any	reby contracts with Agent, and other property Owner and Agent	Agent hereby
1. Property. City:	County:	Orange	NC
Street Address:		Zip Code:	, NC
Other Description:		1	
2. Duration of Agreement. This Agreement shall be binding when become effective on	te") and shall be for a ION OF THE INITIAMINATE THIS AGIM. IF NOT SO TENTO TER STATE TO TER JCH RENEWAL TEI f Owner terminates the ION OF THE I	an initial term ofone	MAY NOTIFY SE IT SHALL SENT SHALL SESS EITHER T AT LEAST AGREEMENT days of the
Effective Date, Owner shall pay Agent a termination fee of \$500 exregardless of rental status, or if management i	kit fee payable	to Mill House Proper	rties,
3. Agent's Fee. For services performed hereunder, Owner shall comp  A fee equal to Ten Point Zero  received on all rental agreements, or \$  Other (describe method of compensation): Other fees Schedule, attached.  Agent may deduct Agent's Fee from gross receipts and collections receipts and collections receipts.	per month, w are explained ceived before remitti	10.000 %) of gross thichever is greater. in the Fee	and collections
to Owner. <i>Note:</i> No fees may be deducted from any tenant security due Agent from Owner may be deducted from any portion of the security. <b>Other Fees:</b> Agent may charge tenants reasonable administrative	rity deposit due to O	wner.	_
limited to, fees to cover the costs of processing tenant rental appli payment fees and/or returned check fees, such fees, when collected by	ications. If, in Agen Agent, shall belong	t's discretion, tenant leases pr to Agent	rovide for late
(Owner or Agent). Fees for purposes held and disbursed in accordance with paragraphs 9 and 10 of this Agr	s covered under the 1 reement.	enant Security Deposit Act wil	I be collected,
<ul> <li>5. Authority and Responsibilities of Agent. During the time this Ag <ul> <li>(a) Manage the Property to the best of Agent's ability, devoting</li> <li>(b) OFFER THE PROPERTY FOR RENT IN COMPLIANCE REGULATIONS AND ETHICAL DUTIES, INCLUING DISCRIMINATION ON THE BASIS OF RACE, COMPANILIAL STATUS, SEXUAL ORIENTATION OR GE</li> <li>(c) Use Agent's best efforts to solicit, secure and maintain the renew leases in Owner's name for terms not in excess of</li> <li>(d) Collect all rentals and other charges and amounts due und</li> <li>(e) Deliver to Owner within 45 days following the date of each the name of the tenant, the rental rate and rents collected upon reasonable request;</li> </ul> </li> </ul>	ng thereto such time CE WITH ALL APPIDING BUT NOT DLOR, RELIGION, ENDER IDENTITY I tenants, including the let tenant leases and gexecution of any rent I, and promptly provide	and attention as may be necess: LICABLE FEDERAL AND ST LIMITED TO, THOSE PI SEX, NATIONAL ORIGIN, IN THE LEASING OF THE PR a authority to negotiate, execut one year give receipts for amounts so col al agreement an accounting wh	FATE LAWS, ROHIBITING HANDICAP, ROPERTY; te, extend and; Illected; hich sets forth
Page 1 c	of 6		
North Carolina Association of REALTORS®, Inc.  REALTOR® Owner Initials Agent Initials		T more Tr	D FORM 401 evised 7/2014 © 7/2014
Mill House Properties, 1720 E. Franklin Street Chapel Hill, NC 27514 Phone: (919)968-7226 Fax: Adam Jones Produced with zipForm® by zipLogix 18070 Fifteen Mile	Road Fraser Michigan 48026	MANUTINI ORIV COM	Property

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	(f)	Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder; provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable
		diligence; and (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by a tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand;
	(g)	Make or cause to be made any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided, Agent may not make any repairs that exceed \$ 500.00 without prior approval of
	4.	Owner, except that in the case of an emergency, Agent may, without prior approval, make whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring;
	(h)	Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
	(i)	Retain such amounts from Owner's rental proceeds as may be necessary from time to time to establish and maintain a fund on behalf of Owner in the amount of \$ 500.00, from which Agent may pay expenses associated with the
	(j)	management and operation of the Property for which Owner is responsible hereunder;  Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to
		the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);
	(k)	Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents and other sums due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with
	(l)	respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint; and Mill House charges \$45 quarterly advertisement fee. All net rent belongs to the
		Owner; all other fees, including but not limited to application fees, late fees, collection and administration fees, bad check charges, and forfeited reservation
		deposits shall be the property of the Agent.
coope Agent	ration to (C	ation With/Compensation To Other Agents. Agent has advised Owner of Agent's company policies regarding and the amount(s) of any compensation, if any, that will be offered to subagents, tenant agents or both. Owner authorizes theck ALL applicable authorizations):
	Coo	perate with subagents representing only the Owner and offer them the following compensation:
X	Coop	perate with tenant agents representing only the tenant and offer them the following compensation: \$250 referral fee
Agent	Coop will p	perate with and compensate agents from other firms according to the attached company policy.  promptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above.
the au	thorit	ing. Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including y to: (Check ALL applicable sections)
X	Agei authe	e "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs. In the pertinent information concerning the Property to any listing service of which Agent is a member or in which any of notes associates participates and to furnish to such listing service notice of all changes of information concerning the Property porized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to notify the ag service of the rental, and to disseminate rental information, including rental price, to the listing service, appraisers and estate brokers.
X	adve	rtise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the nt and in such manner as Agent may decide.
X	Ager servi Prop adve	ay information about the Property on the Internet either directly or through a program of any listing service of which the nt is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing ce of which the Agent is a member or in which any of Agent's associates participates to display information about the erty on the Internet in accordance with the listing service rules and regulations. If Owner does not authorize Internet rtising as set forth above, Owner MUST complete an opt-out form in accordance with listing service rules. (NOTE: NCAR in #105 may be used for this purpose.)
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If se	Owner authorizes Internet Advertising as set forth above, Owner further authorizes the display of (Check ALL applicable ctions):
	The address of the Property
	Automated estimates of the market value of the Property
	Third-party comments about the Property
8. Respo	nsibilities of Owner. During the time this Agreement is in effect, Owner shall:
(a)	Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with
	the requirements of tenant leases or any local, state or federal law or regulations, including but not limited to NC General
	Statutes Section 42-42, and advance to Agent such sums as may be necessary from time to time to pay such costs and
<b>/</b> h	expenses;
(0)	Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency
	maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees;
	and further, pay interest at the rate of Two Point Zero percent ( 2.000%)
	per year on the amount of any outstanding balance thereof not paid to Agent within30 days of Agent's written
( )	request therefore;
(c)	NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT
	FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE
	PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN,
	HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE
(1)	PROPERTY;
(d)	Carry, at Owner's expense, public liability insurance against any and all claims or demands whatever arising out of, or in
	any way connected with, the operation, leasing and maintenance of the Property, including property damage and personal injury, in the amount of not less than \$ 300,000.00 , which policies shall be written to the extent allowable
	so as to protect Agent in the same manner as Owner, and provide at least annually a copy of such insurance policy or
	policies to Agent upon Agent's request;
	(Name of insurance agent: ; telephone no.: (000) 000-0000 )
(e)	Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits,
	liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any
	way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or
	authority set forth herein or hereafter granted to Agent, except to the extent that such may be the result of gross negligence
72	or willful or intentional misconduct by Agent;
(f)	7 1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	assessments associated with the Property, and any other expenses which could become a lien against the Property, and for promptly notifying Agent in the event that Owner receives any notice(s) from the holder of any loan or from any other lien
	holder of any kind, regarding a default in payment, threatened foreclosure or the filing of a foreclosure proceeding; and
(g)	
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0 Topon	at Scowitz Denocity Agent may in Agent's limiting
law to seco	At Security Deposits. Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by the tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the
Agent requ	tires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings
and loan a	ssociation. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who
previously	made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant
Security D	eposits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall
mereaner	be administered in accordance with this Agreement.
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10. Trust Account Interest. Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to Agent (Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require. 11. Entry by Owner. Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry. 12. Lead-Based Paint/Hazard Disclosure. If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead-based paint and lead-based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead-Based Paint And Lead-Based Paint Hazards" form (NCAR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent. 13. Duties on Termination. Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following: (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property; (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination; (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner. 14. Sale of Property. In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date. 15. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. 16. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full 17. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located. 18. Relationship of Parties. Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind. Page 4 of 6 **STANDARD FORM 401** Revised 7/2014 Agent Initials

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- 19. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.
- 20. Default. If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.
- 21. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.
- 22. Authority to Enter into Agreement; Principal Contact. Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Mill House Properties or Adam W. Jones Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement, and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.
- 23. Notices. Any notices required or permitted to be given hereunder shall be in writing and mailed by certified mail to the appropriate party at the party's address set forth below.
- 24. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.
- 25. Assignments by Agent; Change of Ownership. Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, terminate this Agreement without cause on sixty (60) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.
- 26. Other Professional Services. Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

27. Addend	la. Any addend	a to th	is Agre	ement are d	escri	bed in	the follow	ving space and att	ache	d hereto: Fee	Schedule	
Addendum	outlining	all	fees	charged	by	Mill	House	Properties,	is	attached.		
		-					****				<del></del>	
		···										

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

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Owner Initials	Agent Initials	<b>Revised 7/2014</b>
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VALIDITY OR ADEQUACY OF ANY PR	ROVISION OF THIS FORM IN	ANY SPECIFIC TR	RANSACTION.
OWNER:			
		(SEAL)	DATE:
		(SEAL)	DATE:
	44.65	(SEAL)	DATE:
		(SEAL)	DATE:
AGENT: Mill House Propertie [Name of real estate firm]	s, LLC		
BY:[Authorized Representative]	Individual license # 19	99827	DATE:
Address: 1720 East Franklin St	c., Chapel Hill, NC	27514	
Telephone: (919) 968-7226 Fax			
Owner:			
Address:			
Contact information:		-to-te-type-powership grants	f
Home Social Security/Tax ID#:	Work	Cell	Email
Owner:			
Address:			
Contact information:			
Home Social Security/Tax ID#:	Work	Cell	Email
Owner:			
Address:			
Contact information:			
Home Social Security/Tax ID#:	Work	Cell	Email
Owner:			
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Home Social Security/Tax ID#:	Work	Cell	Email
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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL

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## **Property Management Fee Schedule**

#### Standard Fees:

- Management Fee: 10% of rental proceeds monthly
- Start-Up Marketing Fee: \$250.00
- Tenant Procurement Fee: Half (1/2) the first month's rent (no management fee charged this month)
- 12 Month Renewal Fee: \$250.00
- Advertising fee: \$45.00 per quarter

## Additional Services: (Charged as applicable)

- Early Termination/Transfer: \$500.00 per property
- Key Locating Fee: \$25.00 (if not provided by owner)
- Leasing Bonus to Outside Brokers: \$250.00
- Special HOA Signage Fee: \$50.00
- Stop Payment Fee: \$35.00
- Check Re-Issue Fee: \$35.00
- Court Appearance Fee: \$75.00
- Annual Inspection Fee: \$35.00
- Unscheduled Property Visit Fee: \$35.00 (i.e. appraiser, inspector, nuisance, etc.)
- Oversee Owner's Vendor Fee: \$50.00 per site trip

These are one-time fees unless otherwise noted. Additional services/fees are only charged on an as needed basis.

Acknowledgement:		
Owner - Print	Owner - Signature	Date
Property Manager – Print	PM – Signature	Date
1720 East Franklin Street Chapel Hill, NC 27514		919.968.7226/office 919.968.7995/fax

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## **New Property Information Sheet**

Property Address:						
Owner Name(s)_						
	· · · · · · · · · · · · · · · · · · ·					
	Work					
		Property	Descripti	on		
Sq. Ft.	Year Built	Circle one:				
		SFH TH	Condo	Duplex	Multi-unit	Apartment in house
# Bedrooms	# Baths	# ½ Baths	<del>1</del>	# Floors		
Desired Monthly Re	nt Rate:	**************************************		- Å		
Would you conside	r a 'rent to own' optior	n? (Circle) Ye	s No			
Is this this an investr If you plan to return	ment property or a hor what year do you pla	me you plan to In on coming b	return to? ack?			
Do you allow pets? If YES list any and al	(Circle) Yes No I limitations					
	hat apply) Yes No hat apply) Yes No					
Reserved Parking: Yes	No # of spaces	Locat	ion		Other Po	ırking: Yes No
Location:						
What is the method of as	ssignment/reserved space:_					Fees
Storage Unit: (circle all th	at apply) Yes No Attach	ned Detached	Location or #	#	Key req	uired? Yes No
<b>Detached Building:</b> Yes	No Location				Key Require	ed? Yes No
	Franklin Street ill, NC 27514		100-1-10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	and the second s		68.7226/office 9.968.7995/fax

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Mailbox: (circle all that apply): No key required Community Kiosk (key required) Mailbox #Location
Appliances: (circle all that apply) Refrigerator • Ice Maker • Built in Microwave • Free Standing Microwave • Dishwasher • Trash Compactor • Washer • Electric Dryer • Gas Dryer • Disposal • Gas Stove • Electric Stove • Self Cleaning Oven • Gas Oven • Electric Oven • Convection Oven • Other
Exterior: (circle all that apply): Patio • Deck • Screened Porch • Fenced yard • Screens on <u>all</u> windows • Gutters • Other
List any special features of your property
Fireplace Location(s)(circle all that apply) Wood-burning • Gas Logs • Date last cleaned//
Heating Source: (circle all that apply) Natural Gas • Propane • Electric
<b>Heat Type:</b> (circle all that apply) Gas Pack • Heat Pump • Strip/Floor • Forced Air • Dual Zone • Hydronics • Radiator • Wall • Other
Air conditioning: (circle all that apply) Central Air • Heat Pump • Dual Zone • Wall Unit • Window Units • Qty
Water Heater: (circle all that apply) Gas • Electric • Water Heater Location(s)Sump Pump: Yes N
Water Shut-Off Location:Breaker box Location:
Carbon Monoxide Defector Location or N/A Smoke Defector Locations:
Filter Sizes & Location(s): and and
Community Features
Pool: (circle all that apply) None • Included In Rent • Available to Join • Fees Pass, Key or code required
Exercise Facility: (circle all that apply) None • Included In Rent • Available to Join • Fees Pass, Key or code required
Golf Facility: (circle all that apply) None • Included In Rent • Available to Join• Fees Pass, Key or code required
Tennis Facility: (circle all that apply) None • Included In Rent • Available to Join• Fees Pass, Key or code required
Community play area: No Yes Other community features Available:
<u>Utility Information</u>
Circle all services that are INCLUDED in rent: Electric • Gas • Water • Sewer • Garbage Service • Security Monitoring Service
Electric Co.: Gas Co.: Telephone co.:
Water: (circle one) City • Private • Well*  *If Well, is there a water filtration system? (circle one) Yes No Location
Sewer: (circle one) City • Private • Septic*  *If Septic, date last pumped * Type of Septic System:
Heating Oil/Gas Propane Co.:Telephone #:Size of Tank: Own or Rent?
Cable Television: Available? (circle one) Yes No
Is Satellite dish Installation Acceptable? (circle one) Yes No Satellite dish is already installed at property
Property Administration
Insurance: CompanyAgentTelephone#

Home Warranty: (circle one) Yes No Company	Telephone#
Warranty#	Expiration date of Warranty Coverage://
Home Owners Association or Condo Association? Yes No	If yes, HOA information section MUST be completed
Is grass mowing included in rent? (circle one) Yes No If y	res, who provides? (circle one) HOA Owner
If owner: Lawn service provider/company: Cleaning gutters, raking leaves, trimming shrubs	Telephone#: s, caring for flowers are NOT the tenant's responsibility
Irrigation system: Yes No Service Company	Telephone#
Current Property Management Company:	Telephone#
If you do not have an HOA /COA, yo	ou do not need to complete this section
Home Owners or Condo Association:	Telephone#:
HOA/COA Management company:	Telephone #:
HOA/COA Address:	
(please include Street, Avenue, Etc.)	City State Zip Code
Website where information or documents can be retrieved	
You must provide MHP with HOA/COA Rules a	nd Regulations or other relevant documentation
Will MHP pay your dues? (circle one) Yes No If yes, Amount \$_	(circle one) Yearly monthly Begin date://
Circle all that are covered by the HOA: Gutter Cleaning • Gard	age Doors • Lawn Care • Extermination • Water/sewer • Exterior
Maintenance and/or Cleaning • Other	

## (Rev. October 2007) 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.

	N	las snown on your income tax return)					
	Busine	ss name, if different from above	n en				
or type	Check	appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership mited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=piner (see instructions) ▶	artnership) >		Exempt payee		
Print	Addres	ss (number, street, and apt. or suite no.)	Requester'	's name and a	ddress (optional)		
	City, st	ate, and ZIP code					
d	List acc	count number(s) here (optional)					
P	art I	Taxpayer Identification Number (TIN)		****			
bac	ckup withho en, sole pro	I in the appropriate box. The TIN provided must match the name given on Line 1 olding. For individuals, this is your social security number (SSN). However, for a reprietor, or disregarded entitle security number (SSN). For other entities identification provided (TIN), if you do not not not not not not not not not no	sident	Social secur			
your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.							
Pa	art II	Certification		<u> </u>			
		es of perjury, I certify that:					
1.	The number	er shown on this form is my correct taxpayer identification number (or I am waiting	g for a num	ber to be iss	sued to me), and		
2.	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).					
For	nnolding be mortgage i angement (I	<b>nstructions.</b> You must cross out item 2 above if you have been notified by the IR acause you have failed to report all interest and dividends on your tax return. For rinterest paid, acquisition or abandonment of secured property, cancellation of det RA), and generally, payments other than interest and dividends, you are not requirerect TIN. See the instructions on page 4.	eal estate t	ransactions,	item 2 does not apply	y.	

### U.S. person ▶ General Instructions

Signature of

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

#### Purpose of Form

Sign

Here

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

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

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

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

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

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

Date >

 A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

Form W-9 (Rev. 10-2007)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

## Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,

- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

#### **Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities,
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission.
  - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
  - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.
<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:		
1.	Individual	The individual		
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account'		
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>		
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee 1		
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner 1		
5.	Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>		
For this type of account:		Give name and EIN of:		
6.	Disregarded entity not owned by an individual	The owner		
7.	A valid trust, estate, or pension trust	Legal entity 4		
8.	Corporate or LLC electing corporate status on Form 8832	The corporation		
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization		
10.	Partnership or multi-member LLC	The partnership		
11.	A broker or registered nominee	The broker or nominee		
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity		

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: <a href="mailto:spam@uce.gov">spam@uce.gov</a> or contact them at <a href="https://www.consumer.gov/idtheft">www.consumer.gov/idtheft</a> or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

<sup>&</sup>lt;sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>&</sup>lt;sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)				
I (we) hereby authorize Mill House Pro entries, and if necessary, debit entries in error to my:				
□ Checking Account	(or) □ <b>Savin</b> g	s Account		
Financial Institution:				
City	State	Zip		
Routing Number:				
Account Number:				
I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. This authorization will remain in effect until I (we) have cancelled it in writing.				
Name:	Name:			
Signature:	Signature: _			
Date:	Date:			
***************************************		••••••		

Attach a voided check here for verification of all financial institution information

Get more from http://www.getforms.org