

**WEST USA REALTY, PROPERTY MANAGEMENT  
16150 N ARROWHEAD FOUNTAIN CENTER DR # 100  
PEORIA, ARIZONA 85382  
602-942-1410**

**AGENT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This agreement by and between WEST USA REALTY, hereafter know as BROKER, and \_\_\_\_\_ hereafter known as OWNER, employs BROKER exclusively to rent, lease, operate and manage the real property situated in the City of \_\_\_\_\_, County of Maricopa, State of Arizona described as \_\_\_\_\_ shall begin on \_\_\_\_\_ and end on \_\_\_\_\_, at which time this agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein remaining the same, unless either party provides written notice to the other of their intention to terminate this Agreement. Either party hereto may terminate this contract by giving to the other part a 30 day notice in writing from the 1<sup>st</sup> of the month. The following are the TERMS and CONDITIONS.

**BROKER'S OBLIGATIONS**

**OWNER HEREBY CONFERS UPON THE BROKER THE FOLLOWING DUTIES, AUTHORITY AND POWERS:**

1. **LEASING.** To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon, to execute leases for terms not to exceed \_\_\_\_\_ (\_\_\_\_) years, renewals or cancellations of leases relating to the property: to terminate tenancies and to sign and serve for the OWNER such notices as BROKER deems appropriate; to institute legal actions in the name of the OWNER; to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle , compromise and release such actions.
2. **RENTS.** To collect rents and to collect and disburse security and other deposits; to hold the security deposit in BROKER'S trust account until time for disbursement at end of lease, for benefit of the lessor and/or lessee; to deposit all receipts collected for OWNER in an account with a qualified banking institution. BROKER shall not incur any liability for bankruptcy or failure of the depository. It is understood and agreed that the BROKER may deposit the security funds into a trust savings account. The interest there from will be used by the BROKER as additional compensation for his services. BROKER will not be responsible to account for such interest.
3. **PRICE DETERMINATION.** The herein described property shall be rented for a price determined by the owner.
4. **MAINTENANCE.** To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be independent contractors. Owner agrees to pay BROKER \$ \_\_\_\_\_ (N/A) per month for maintenance of yard and/or \$ \_\_\_\_\_ (N/A) per month for maintenance of the pool when deemed necessary by BROKER.
5. **SERVICE CONTRACTS.** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the BROKER shall deem to be advisable and/or necessary.
6. **REPAIRS.** To take charge of any necessary repairs, decorating and alterations and to purchase supplies therefore. BROKER agrees to obtain OWNER'S prior authorization for any and each expense item in excess of \$ \_\_\_\_\_, except monthly or recurring operating charges or emergency repairs, or in the event the OWNER is not available for consultation, and if the BROKER deems such expenditures in excess of this amount necessary for the protection of the property from damage or to perform services to the tenants provided for in their leases. BROKER may retain, in addition to the Security Deposit, a \$ \_\_\_\_\_ balance in the account for minor repairs and upkeep.

7. **MONTHLY STATEMENTS.** To render monthly itemized statements of receipts, expenses, charges and accruals and to remit to OWNER receipts, less disbursement and accruals for future expenses. In the event disbursements shall exceed receipts, OWNER shall promptly remit such excess to the BROKER. OWNER assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of BROKER'S duties set forth herein.

8. To make monthly mortgage payments out of the Owner's funds unless otherwise instructed by the Owner in the following space provided \_\_\_\_\_

### OWNER OBLIGATION

1. **BROKERAGE FEES.** OWNER agrees to pay BROKER a fee or fees for services rendered at the rates hereinafter set forth. OWNER recognizes BROKER as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated shall compensate BROKER in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the BROKER from receipts.

**LEASING FEE:** A leasing fee of \_\_\_\_\_ of the total consideration of the lease, to be paid to the broker upon the signing of the lease.

**MANAGEMENT FEE:** \_\_\_\_\_ of the Gross Amount of money received from the operation of said premises during the period herein provided. The management fee shall be payable when the rent and receipts are received or by agreement between Owner and Broker in writing. In addition, you will receive a statement of earnings and are responsible for including these earnings when filing your taxes.

**LATE FEES.** \_\_\_\_\_ % of all late fees collected will be disbursed to WEST USA REALTY/ PROPERTY MANAGEMENT to help cover additional administrative time and expense.

2. **HOLD HARMLESS.** OWNER agrees to hold BROKER harmless from all damage suits in connection with management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry at his own expense, adequate public liability and to name the BROKER as co-insured. The BROKER also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the BROKER'S compensation or if BROKER successfully defends any action brought against BROKER by OWNER, relating to the property, or BROKER'S management thereof, OWNER agrees to pay all costs incurred by BROKER in connection with such action, including a reasonable attorney's fee.

3. **DATA AND RECORDS.** OWNER agrees to make available to BROKER all data, records and documents pertaining to the property which the BROKER may require to properly exercise his duties hereunder. OWNER is responsible to provide 1099's to any vendor they deem necessary. Owner is responsible to verify and set up applicable city sales tax license. All owners are required to return a completed W-9 for tax record purposes.

4. **FORECLOSURE.** It is agreed between owner and WEST USA PROPERTY MANAGEMENT that the owner agrees to notify WEST USA PROPERTY MANAGEMENT if a notification of eminent foreclosure of the property is received, and authorizes management to immediately release the tenant from any further lease obligation upon such notification. Owner, by signature below releases WEST USA PROPERTY MANAGEMENT/REALTY of any liability and/or responsibility regarding foreclosure of any property.

### ACCEPTANCE

The BROKER accepts this exclusive employment and agrees to use diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

\_\_\_\_\_  
OWNER (signature)

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
OWNER (signature)

\_\_\_\_\_  
SALES AGENT

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY      STATE      ZIP

\_\_\_\_\_  
CITY      STATE      ZIP

\_\_\_\_\_  
HOME TELEPHONE NUMBER

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
WORK TELEPHONE NUMBER

\_\_\_\_\_  
CELL NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

Key inventory:

ADDITIONAL INFORMATION:

House key: \_\_\_\_\_

Pool key: yes \_\_\_\_\_ no \_\_\_\_\_

Mail key : yes \_\_\_\_\_ no \_\_\_\_\_ box #

Garage Door Openers: \_\_\_\_\_

INSURANCE INFORMATION:

HOME WARRANTY INFORMATION:  
(if applicable)

AGENT: \_\_\_\_\_

POLICY #: \_\_\_\_\_

PHONE #: \_\_\_\_\_

EMERGENCY CONTACT TELE PHONE NUMBER:  
(other than your home or your work numbers)

\_\_\_\_\_  
OWNERS FAX NUMBER:

**DESCRIPTION OF RENTAL PROPERTY**

**ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_

**RENT AMT** \_\_\_\_\_ **SECURITY DEPOSIT** \_\_\_\_\_

**WHEN AVAILABLE** \_\_\_\_\_ **HOW TO SHOW** \_\_\_\_\_

**PETS (YES/NO)** \_\_\_\_\_

**SQ. FOOTAGE OF HOME** \_\_\_\_\_ **#OF LEVELS** \_\_\_\_\_ **YEAR BUILT** \_\_\_\_\_

**BEDROOMS** \_\_\_\_\_ **BATHS** \_\_\_\_\_ **DEN** \_\_\_\_\_ **FAMILY ROOM** \_\_\_\_\_

**DINING ROOM** \_\_\_\_\_ **LAUNDRY ROOM** \_\_\_\_\_ **OTHER** \_\_\_\_\_

**CARPET COLOR** \_\_\_\_\_ **TILE** \_\_\_\_\_

**FIREPLACE** \_\_\_\_\_ **APPLIANCES INCLUDED** \_\_\_\_\_

**B/I MICROWAVE** \_\_\_\_\_ **COMPACTOR** \_\_\_\_\_ **DISPOSAL** \_\_\_\_\_

**SPECIAL FEATURES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FRONT YARD** \_\_\_\_\_ **YARD SERVICE** \_\_\_\_\_

**BACK YARD** \_\_\_\_\_ **YARD SERVICE** \_\_\_\_\_

**PARKING** \_\_\_\_\_ **PATIO** \_\_\_\_\_

**POOL** \_\_\_\_\_ **SPA** \_\_\_\_\_ **POOL SERVICE COMPANY** \_\_\_\_\_

\_\_\_\_\_ **POOL FENCED** \_\_\_\_\_ **OTHER** \_\_\_\_\_

**UTILITY PROVIDERS: ELECTRIC** \_\_\_\_\_ **GAS** \_\_\_\_\_

**WATER COMPANY** \_\_\_\_\_ **CABLE CO** \_\_\_\_\_

**HOMEOWNERS ASSOCIATION NAME, ADDRESS & PH. # (IF ANY)** \_\_\_\_\_

\_\_\_\_\_

**SERVICES PROVIDED BY OWNER** \_\_\_\_\_

**SERVICES PROVIDED BY HOA (IF APPLICABLE)** \_\_\_\_\_

**CROSS STREETS/DIRECTIONS** \_\_\_\_\_

\_\_\_\_\_

**PLEASE COMPLETE IN FULL & RETURN**

**Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States**

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**  
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Note:** Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business (see instructions).

**Do not use this form for:**

**Instead, use Form:**

- A beneficial owner solely claiming foreign status or treaty benefits . . . . . W-8BEN
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) . . . . . W-8EXP
- A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States) . . . . . W-8BEN or W-8IMY
- A person acting as an intermediary . . . . . W-8IMY

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner		<b>2</b> Country of incorporation or organization	
<b>3</b> Type of entity (check the appropriate box): <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> Grantor trust <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation <input type="checkbox"/> International organization			
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box.</b>			
City or town, state or province. Include postal code where appropriate.			Country (do not abbreviate)
<b>5</b> Business address in the United States (street, apt. or suite no., or rural route). <b>Do not use a P.O. box.</b>			
City or town, state, and ZIP code			
<b>6</b> U.S. taxpayer identification number (required—see instructions)		<b>7</b> Foreign tax identifying number, if any (optional)	
<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN			
<b>8</b> Reference number(s) (see instructions)			
<b>9</b> Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary) . . . . .			
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**Part II Certification**

**Sign Here**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States and are includible in my gross income (or the beneficial owner's gross income) for the taxable year, **and**
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Signature of beneficial owner (or individual authorized to sign for the beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting