



# Information About Brokerage Services

11-2-2015

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

## TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

## A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

## A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

## TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Stone Oak Property Management	9000323	Jason@stoneoakmgmt.com	512-617-6766
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Jason Huval	0561230	Jason@stoneoakmgmt.com	512-617-6766
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Sales Agent/Associate's Name Sample Only	DS 50 License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		2019-04-22	Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

TAR 2501

IABS 1-0



# TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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## 1. PARTIES:

A. The parties to this agreement are:

Owner: Sample only  
Sample Corporation (if applicable)  
Address: Owner Address Not for Managed Property  
City, State, Zip: Sample, TX 12345  
Hm. Phone: \_\_\_\_\_ Wk. Ph: 123-456-7890 Mobile: 123-456-7890  
Fax: \_\_\_\_\_ E-Mail: sample@sample.com  
Additional Phones or Contact Information: \_\_\_\_\_  
Sample spouse and contact info or contact instructions such as contact mobile number first

Broker: Stone Oak Property Management  
Address: 13497 N US Hwy 183 Ste 700  
City, State, Zip: Austin, TX 78750  
Phone: 512-617-6766 Fax: 512-994-2300  
E-Mail: jason@stoneoakmgmt.com

B. If Owner is not an individual, Owner is a:  estate  corporation  limited liability company (LLC)  trust  partnership  limited liability partnership (LLP)  other \_\_\_\_\_, which was chartered or created in Texas (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as Managing Member (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the real property described in Paragraph 2 and in any addendum to this agreement.

## 2. PROPERTY: "Property" means:

Address (include unit nos.) 1 Sample Street, Sample City, TX 12345  
legally described as: Legal description from tax records (Subdivision, Lot, Block, Etc.)  
in Sample County, Texas, together with the following non-real-property items: Unattached items ie.- Refrigerator, washer, Dryer  
"Property" also includes any other Property described in any attached Multiple Property Addendum.

## 3. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: 1/1/1001 Expiration Date: 1/31/1001

B. Automatic Extension: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.

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- C. Effective Services: If Broker determines that Broker cannot continue to effectively provide leasing and management services to Owner for any reason at any time during this agreement Broker may terminate this agreement by providing at least 30 days written notice to Owner.
- D. Fees Upon Termination: At the time this agreement ends, Owner must pay Broker amounts specified in Paragraph 12.

**4. AUTHORITY OF BROKER:**

- A. Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:
  - (1) advertise the Property for lease at Owner's expense by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
  - (2) place "For Lease" signs or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
  - (3) remove all other signs offering the Property for sale or lease;
  - (4) submit the Property as a listing with one or more Multiple Listing Services (MLS) at any time the Property is marketed for lease and to change or terminate such listings;
  - (5) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
  - (6) duplicate keys and access devices, at Owner's expense, to facilitate convenient and efficient showings of the Property and to lease the Property;
  - (7) place a keybox on the Property;
  - (8) employ scheduling companies to schedule showings by other brokers at any time the Property is marketed for lease;
  - (9) verify information and references in rental applications from prospective tenants;
  - (10) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 24 months and in accordance with any instructions in Paragraph 20;
  - (11) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
  - (12) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
  - (13) collect and deposit for Owner rents, security deposits, and other funds related to the Property in a trust account and pay from that account: (a) any compensation and reimbursements due Broker under this agreement; and (b) other persons as this agreement may authorize.
  - (14) account for security deposits that Broker holds in trust to any tenants in the Property in accordance with applicable law, this agreement, and any lease of the Property and make deductions from the deposits in accordance with the lease and applicable law;
  - (15) collect administrative charges including but not limited to, application fees, returned check fees, and late charges from tenants in the Property or from prospective tenants;
  - (16) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; (b) recover possession of the Property; or (c) recover lost rent and other damages;
  - (17) settle, compromise, or withdraw any action described in Paragraph 4A(16);
  - (18) negotiate and make reasonable concessions to tenants or former tenants in the Property;
  - (19) report payment histories of tenants in the Property to consumer reporting agencies;
  - (20) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;

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- (21) hire contractors to repair, maintain, redecorate, or alter the Property provided that Broker does not expend more than \$ 300.00 for any single repair, maintenance item, redecoration, or alteration without Owner's consent;
- (22) hire contractors to make emergency repairs to the Property without regard to the expense limitation in Paragraph 4A(21) that Broker determines are necessary to protect the Property or the health or safety of an ordinary tenant;
- (23) contract, at Owner's expense, in either Broker's or Owner's name, for utilities and maintenance to the Property during times that the Property is vacant, including but not limited to, electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the Property; and
- (24) perform other necessary services related to the leasing and management of the Property.

B. Record Keeping: Broker will:

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example, Form 1099); and
- (3) remit, each month, the following items to Owner: (a) funds collected by Broker for Owner under this agreement, less authorized deductions; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Broker in writing to remit the items to another person or address.

C. Security Deposits:

- (1) During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to the tenants for the security deposits in accordance with the leases for the Property.
- (2) Except as stated in Paragraph 4(I), after this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposit held by Broker under an effective lease of the Property, less deductions authorized by this agreement, and will send written notice to the tenant that states all of the following:
  - (a) that this agreement has ended;
  - (b) the exact dollar amount of the security deposit;
  - (c) the contact information for the Owner or the Owner's designee; and
  - (d) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Broker complies with this Paragraph 4C, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4C survives termination of this agreement.

D. Deductions and Offset: Broker may disburse from any funds Broker holds in a trust account for Owner:

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement; and
- (3) any reimbursement Broker is entitled to receive under this agreement.

E. Insurance and Attorneys:

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.

F. Information about Trust Accounts, MLS, and Keybox:

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SO

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SO

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- (1) **Trust Accounts:** A trust account must be separate from Broker's operating account and must be designated as a trust, property management, or escrow account or other similar name. Broker may maintain one trust account for all properties Broker leases and manages for others.
- (2) **MLS:** MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. *Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.*
- (3) **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device, so that authorized persons may enter the Property. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). *Neither the Association of REALTORS® nor MLS requires the use of a keybox.*

G. **Performance Standard:** Broker will:

- (1) use reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

H. **Inability to Contact Owner:** If Broker is unable to contact Owner for 3 days, Broker is authorized to contact the person below for the sole purpose of attempting to reestablish contact with Owner.

Name: Trusted Friend or Relative not living with you Phone: 123-456-7890  
 Address: \_\_\_\_\_  
 E-mail: alternate@contact.com

I. **Foreclosure:** If Broker receives notice of the Owner's delinquency in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees, Broker may give Owner 15 days to cure the delinquency during which period Owner authorizes Broker to freeze any funds held by Broker and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Broker to deduct from any other funds being held by Broker for Owner any remaining Broker Fees or funds due to Broker related to services performed under this agreement. Additionally, Owner authorizes Broker to return any security deposit being held by Broker to a tenant of the Property in addition to any prorated amount of rent being held by Broker and Broker may terminate this agreement. This paragraph does not preclude the Broker from seeking any other remedies under this agreement or at law that may be available to the Broker.

5. **LEGAL COMPLIANCE:** The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

6. **RESERVES:** Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$ 300.00 for each unit within the Property or Properties managed by Broker under this agreement. Broker may, at Broker's discretion, use the reserve to pay any expense related to the leasing and management of the Property(ies) (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, at any time, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.

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7. **ADVANCES:** Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

8. **OWNER'S REPRESENTATIONS:**

A. General:

(1) Except as disclosed in Paragraph 20, Owner represents that:

- (a) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (b) Owner is not bound by: (i) another agreement with another broker for the sale, exchange, lease, or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property;
- (c) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (d) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (e) the Property is not subject to the jurisdiction of any court;
- (f) the optional user fees for the use of common areas (for example, pool or tennis courts) in the Property's subdivision are: \$25 annual pool pass, etc.; and
- (g) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge.

(2) Broker may disclose to a tenant or to a prospective tenant any information related to the representations made in this Paragraph 8.

B. Property Condition: Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair any such condition for a tenant. Owner represents that:

- (1) any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; and
- (2) Owner is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant, except as stated below, in this agreement, or in any addendum:

NONE

C. Lead-Based Paint: If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

9. **OWNER'S COOPERATION:** Owner agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent or lease the Property to anyone without Broker's prior written approval;
- C. not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker;
- D. not deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Broker;
- E. not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the Property to become effective during this agreement;
- F. provide Broker with copies of any existing leases or rental agreements related to the Property;
- G. provide Broker with keys and access devices to the Property;

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- H. provide Broker with copies of all warranties related to the Property or any item in the Property;
- I. tender to Broker any security deposits paid by any existing tenants in the Property;
- J. complete any disclosures or notices required by law or a lease of the Property;
- K. amend applicable notices and disclosures if any material change occurs during this agreement; and
- L. notify Broker if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees.

**10. INSURANCE:**

- A. At all times during this agreement, Owner must maintain in effect:
  - (1) a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$ 500,000.00 on an occurrence basis; and
  - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 10A. If the coverage changes at any time during this agreement, Owner must deliver to Broker a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 10A or 10B, Broker may:
  - (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 10A(1) and Owner must promptly reimburse Broker for such expense; or
  - (2) exercise Broker's remedies under Paragraph 17.

**11. BROKER'S FEES:** All fees to Broker under this agreement are payable in Travis County, Texas. This Paragraph 11 survives termination or expiration of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 11 from any funds Broker holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

- A. Management Fees: Each month Owner will pay Broker the greater of \$ \_\_\_\_\_ (minimum management fee) or: *(Check one box only.)*
  - (1) 7.000 % of the gross monthly rents collected that month.
  - (2) \_\_\_\_\_ .

A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 11A are earned daily and are payable not later than the last day of each month.
- B. Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: *(Check one box only.)*
  - (1) 70.00 % of one full month's rent to be paid under the lease.
  - (2) \_\_\_\_\_ % of the gross rents to be paid under the lease.
  - (3) \_\_\_\_\_ .

The leasing fees under this Paragraph 11B are earned and payable at the time the lease is executed.
- C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: *(Check one box only.)*
  - (1) \_\_\_\_\_ % of one full month's rent to be paid under the renewal or extension.
  - (2) \_\_\_\_\_ % of the gross rents to be paid under the renewal or extension.
  - (3) \$150.00 \_\_\_\_\_ .

The renewal or extension fees under this Paragraph 11C are earned and payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same

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Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 11C does not apply to month-to-month renewals or month-to-month extensions.

- D. Service Fees: Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: *(Check one box only.)*
- (1) \_\_\_\_\_ % of the total cost of each repair, maintenance, alteration, or redecoration.
- (2) See Special Provisions \_\_\_\_\_ .
- The service fees under this Paragraph 11D are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.
- E. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest or income payable under this Paragraph 11E from the trust account not later than the 30th day after the interest or income is paid.
- F. Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4A), Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 11F are earned and payable at the time Broker collects such fees.
- G. Fees Related to Insurance and Legal Matters: If Owner requests or instructs Broker to coordinate or communicate with any insurance carrier regarding any casualty to or on the Property or if Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$ \$100.00 per Hour for Broker's time expended in such matters and in preparation of such matters. Fees under this Paragraph 11G are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.
- H. Fees in the Event of a Sale:
- (1) Fee if a Tenant Purchases Property: If at any time during this agreement or within 90 days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement, Owner will pay Broker a fee equal to: *(Check one box only.)*
- (a) 6.000 % of the sales price.
- (b) \_\_\_\_\_ .
- Fees under this Paragraph 11H(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.
- (2) Fee if Buyer is Procured through Broker: If during this agreement, Owner agrees to sell the Property to a person other than a tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to: *(Check one box only.)*
- (a) 6.000 % of the sales price.
- (b) \_\_\_\_\_ .
- Fees under this Paragraph 11H(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.
- (3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 11H(1) or (2), Owner will pay Broker \_\_\_\_\_ \$1,000.00 for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 11H(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoice.
- (4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.



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(5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker: (a) this Paragraph 11H will not apply; and (b) Broker will waive any fees due under Paragraph 12 at the time the sale closes.

I. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. FEES UPON TERMINATION:** At the time this agreement ends, Owner must pay Broker:  
A. all amounts due Broker under this agreement; and  
B. if the Property is leased to a tenant on the date this agreement ends and Owner terminates this agreement, an amount equal to the lesser of:  
(a) the management fees that would accrue over the remainder of the term of the lease; or  
(b) \$ \$150.00 .

If more than one property or unit is made part of and subject to this agreement, this paragraph applies only to those properties or units then leased and applies to each property or unit separately.

**13. EXPENSE REIMBURSEMENT:** Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distance telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner otherwise authorizes Broker to make for Owner.

**14. FUNDS RECEIVED AFTER TERMINATION:** Except as provided in Paragraph 4(l), if Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Broker will deposit those funds in Broker's trust account and will: (a) pay 10.000 % of the funds received to Broker as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

**15. COOPERATION WITH OTHER BROKERS:** When the Property is marketed for lease, Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a fee out of the compensation Broker receives under Paragraph 11. As of the date this agreement is signed, Broker's policy is to offer other brokers the following amounts. Broker may change the amounts disclosed below without notice, provided that Broker will offer competitively reasonable amounts to other brokers.

A. MLS Participants: If the other broker is a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the tenant (*complete only one*): 30.000 % of one month's rent to be paid under a lease; N/A % of all rents to be paid under a lease; or \$ N/A ; and

(2) if the other broker is a subagent (*complete only one*): N/A % of one month's rent to be paid under a lease; N/A % of all rents to be paid under a lease; or \$ N/A .

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the tenant (*complete only one*): 30.000 % of one month's rent to be paid under a lease; N/A % of all rents to be paid under a lease; or \$ N/A ; and

(2) if the other broker is a subagent (*complete only one*): N/A % of one month's rent to be paid under a lease; N/A % of all rents to be paid under a lease; or \$ N/A .

Leasing & Management Agreement concerning: 1 Sample Street, Sample City, TX 12345

**16. LIABILITY AND INDEMNIFICATION:**

- A. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person’s real or personal property resulting from any act or omission not caused by Broker’s negligence, including but not limited to injuries or damages caused by:**
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) acts of third parties (for example, vandalism, theft, or other criminal acts);
  - (3) freezing or leaking water pipes;
  - (4) failure to properly water the foundation of the Property;
  - (5) a dangerous condition or environmental condition on the Property; or
  - (6) the Property’s non-compliance with any law or ordinance.
- B. Broker is not responsible or liable in any manner for:**
  - (1) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
  - (2) damages to Owner caused by a tenant’s breach of a lease.
- C. Owner agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney’s fees, and expenses that:**
  - (1) are caused by Owner, negligently or otherwise;
  - (2) arise from Owner’s failure to disclose any material or relevant information about the Property;
  - (3) are caused by Owner giving incorrect information to any person; or
  - (4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.
- D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Broker under Broker’s authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.**

**17. DEFAULT:** A party is in default if the party fails to cure a breach within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney’s fees; and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

**18. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**19. ATTORNEY’S FEES:** If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney’s fees.

**20. SPECIAL PROVISIONS:**

1. Broker reserves the right to charge 10% of the total costs of each repair, maintenance, alteration or redecoration. This does not include handyman services. Whenever possible repairs will be remedied with a handyman contracted by the broker and billed at \$45/hr. 2. In the event of an eviction the cost is \$250 plus legal/court fees.

(TAR-2201) 1-1-14 Initialed for Identification by: Broker/Associate DS  
SO and Owner DS  
SO, \_\_\_\_\_

Leasing & Management Agreement concerning: 1 Sample Street, Sample City, TX 12345

**21. ADDENDA:** Incorporated into this agreement are the following addenda, exhibits, and other information:

- A. Information About Brokerage Services
- B. Addendum Regarding Lead-Based Paint
- C. Multiple Property Addendum
- D. Owner's Notice Concerning Condition of Property under Property Management Agreement
- E. Property Manager's Inventory and Condition Report
- F. Addendum for Authorization to Act for Owner before Owners' Association
- G. Copy of Rules and Regulations of an Owners' Association
- H. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- I. w9, Direct Deposit Form, Consent for Electronic Delivery of Tax Forms, Consent for Tax Protests, Optional Assurances Packet, Home warranty disclosure. Assistance Animal Info

*Note: Complete and deliver to Broker IRS W-9 Form or similar form. Broker maintains a privacy policy that is available upon request.*

**22. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignments: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect: Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Context: When the context requires, singular nouns and pronouns include the plural.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.
- I. Copyright: If an active REALTOR® member of the Texas Association of REALTORS® does not negotiate this agreement as a party or for one of the parties, with or without the assistance of an active member of the State Bar of Texas, this agreement is voidable at will by Owner.

**23. INFORMATION:**

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Owner may review the information Broker submits to an MLS or other listing service.**



Leasing & Management Agreement concerning: 1 Sample Street, Sample City, TX 12345**Index to Residential Leasing and Property Management Agreement**

<b><u>No.</u></b>	<b><u>Paragraph Description</u></b>	<b><u>Pg.</u></b>	<b><u>No.</u></b>	<b><u>Paragraph Description</u></b>	<b><u>Pg.</u></b>
1.	Parties	1	13.	Expense Reimbursement	8
2.	Property	1	14.	Funds Received after Termination	8
3.	Term	1	15.	Cooperation with Other Brokers	8
	A. Primary Term		16.	Liability and Indemnification	9
	B. Automatic Extension		17.	Default	9
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	E. Insurance and Attorneys	4		A. Entire Agreement	
	F. Information about Trust Accounts, MLS, and Keybox			B. Assignments	
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	H. Inability to Contact Owner			D. Joint and Several	
	I. Foreclosure			E. Governing Law	
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6.	Reserves	4		G. Context	
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12.	Fees Upon Termination	8			

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sample Only</b>	
	2 Business name/disregarded entity name, if different from above <b>N/A</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC with SSN <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>Owner Address Not for Managed Property</b>	Requester's name and address (optional) <b>3-287 Management, LLC dba Stone Oak Management 13497 N US Hwy 183 Ste 700 Austin, TX 78750</b>
	6 City, state, and ZIP code <b>Owner Address Not for Managed Property</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
*	*	*	*	*	*	*	*	*

or

Employer identification number								

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

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	DocuSigned by: <b>Sample Only</b>	Date ▶ <b>2019-04-22</b>
	D75D8CB8938F477...		

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Stone Oak Property Management

## Authorization Agreement for Direct Deposits

1 Sample Street, Sample City, TX 12345

Sample Only

Name as it appears on the account **NOTE: Must match the W9**

Owner Address Not for Managed Property

Mailing Address

Sample TX 12345  
City State Zip

Sample Bank

Bank or Institution Name

1 Sample Bank Avenue  
Bank or Institution Address

Sample TX 12345  
Bank or Institution City State Zip

Bank or Institution Type: Bank      Type of Account: Personal    Checking

\*\*\*\*\*

Account Number

\*\*\*\*\*

Transit/ABA Routing \*\*\*\*Please confirm with your Institution\*\*\*\*

I, Sample Only, authorize Stone Oak Property Management to make direct deposits with the account information provided here.

DocuSigned by:  
Sample Only      2019-04-22  
D75D8CB8938F477...      Date

# STONE OAK PROPERTY MANAGEMENT

## CONSENT TO ELECTRONIC DELIVERY OF TAX STATEMENTS

This Consent to Electronic Delivery of Tax Statements applies to statements of reportable information of Forms 1099 (“Tax Statement”). Per IRS regulations, written notice and consent is required. By consenting, you are agreeing to the electronic delivery of Tax Statements and the suppression of mailed paper copies. If you do not consent, paper copies will be mailed to you. You can access your Tax Statements through our secure website, which will retain copies of these documents for a minimum of one year. When consenting to the electronic delivery of Tax Statements, you affirm that you are able to access and operate: (i) one of the following Internet browsers: Internet Explorer version 6 or higher, Firefox version 3 or higher, Opera version 9.23 or higher, or Safari version 3.1.0 or higher; (ii) Adobe Acrobat Reader version 6.0 or higher, which can be downloaded free of charge at [www.adobe.com](http://www.adobe.com); and (iii) either a computer with sufficient space to store Tax Statements, or a printer to create paper copies of these documents.

This Consent will remain in effect until revoked or modified by Stone Oak Property Management, or revoked by you. In its sole and absolute discretion, Stone Oak Property Management may discontinue electronic delivery and mail paper Tax Statements. You may withdraw consent at any time by changing your preference in your online portal or submitting a written request to our office via email or postal mail. Stone Oak Property Management may take up to five business days to process your request. Once consent is withdrawn, paper delivery will only apply to Tax Statements issued after your request is processed. To receive paper copies of Tax Statements without withdrawing from electronic delivery, contact our office. We will attempt to notify you by email when a new Tax Statement is available for your account. If this email is returned as undeliverable and we do not receive your updated and verified email address within 30 days, or otherwise cannot reach you at the email address provided, we may discontinue electronic delivery and mail paper Tax Statements. You can update your email by contacting our office.

---

I, Sample Only, choose the following option regarding electronic delivery of tax documents from Stone Oak Property Management.

Electronic Delivery Only

Electronic and Paper Delivery

Paper Delivery Only

DocuSigned by:

*Sample Only*

D75D8CB893BF477...

Signature

2019-04-22

Date







# TEXAS ASSOCIATION OF REALTORS® MULTIPLE PROPERTY ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2004

## ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES COMMENCING 1/1/1001

In addition to the Property described in Paragraph 2 of the above-referenced agreement, the term "Property" also includes the following properties.

Address (include unit nos.) 2 Sample Street, Sample, TX 12345

legally described as: Sample Neighborhood LOT 2 BLOCK 1

in Sample County, Texas, together with the following non-real-property items: Unattached items ie.- Refrigerator, washer, Dryer

Notes: Details and Additional properties may require separate forms

Address (include unit nos.) 3 Sample Street, Sample, TX 12345

legally described as: Sample Neighborhood LOT 3 BLOCK 1

in Sample County, Texas, together with the following non-real-property items: Unattached items ie.- Refrigerator, washer, Dryer

Notes: Details and Additional properties may require separate forms

Address (include unit nos.) \_\_\_\_\_

legally described as: \_\_\_\_\_

in \_\_\_\_\_ County, Texas, together with the following non-real-property items: \_\_\_\_\_

Notes: \_\_\_\_\_

Address (include unit nos.) \_\_\_\_\_

legally described as: \_\_\_\_\_

in \_\_\_\_\_ County, Texas, together with the following non-real-property items: \_\_\_\_\_

Notes: \_\_\_\_\_

sample only \_\_\_\_\_ 2019-04-22

Broker's Printed Name

By: Sample Only \_\_\_\_\_  
Date \_\_\_\_\_  
DocuSigned by: D75D8CB8938F477...

DocuSigned by: \_\_\_\_\_ 2019-04-22  
Sample Only

D75D8CB8938F477...

By: sample only \_\_\_\_\_  
Date \_\_\_\_\_

Owner \_\_\_\_\_

By: \_\_\_\_\_  
Date \_\_\_\_\_

**THIS SAMPLE MAY CONTAIN DOCUMENTS THAT ARE NOT PART OF EVERY AGREEMENT AND WILL VARY BASED ON CIRCUMSTANCES**



TEXAS ASSOCIATION OF REALTORS®
ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 1 Sample Street, Sample City, TX 12345

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

DocuSigned by: Sample Only 2019-04-22
Date Tenant Date

Landlord Date Tenant Date

DocuSigned by: Sample Only 2019-04-22
Date Tenant Date

Other Broker/Agent Date Tenant Date

THIS SAMPLE MAY CONTAIN DOCUMENTS THAT ARE NOT PART OF EVERY AGREEMENT AND WILL VARY BASED ON CIRCUMSTANCES

# STONE OAK PROPERTY MANAGEMENT

## CONSENT TO PROTEST PROPERTY TAXES

1 Sample Street, Sample City, TX 12345

Stone Oak offers the option to handle your property tax protests through our management portfolio at a discounted rate. All protest fees are contingent upon you saving money on your tax bill, so **if no savings are achieved then there is ZERO cost to you.** The billing consists of the vendor charging a 30% contingency of savings, and Stone Oak charging a flat fee of \$25 that is prorated down if the vendor bills under \$200 to preserve the savings realized from a reduction. For example, if the vendor bills \$100 on a tax savings of \$333.33 then our fee will be \$12.50 resulting in a net tax savings of 220.83 for you. If the billing is over \$200 then our fee is \$25 flat.

**We recommend that all clients protest their taxes** because the appraisal districts routinely increase valuations with the assumption that only a small portion of the tax base will protest. This results in a steady stream of increasing tax revenue for the county with no actual relationship between the market value and the tax appraisal. Sometimes the value may be lower than market; however that doesn't mean that no savings can be achieved. When we submit our list every property is researched prior to filing the protest, and if the valuation is low or correct then nothing is filed to eliminate the possibility of a protest resulting in increased valuation.

If you opt in to have us handle this process for you we will continue to protest the taxes annually on your property or properties until we no longer manage them or until you direct us in writing to stop the process. We cannot withdraw the protest if they have already gone through the hearing process, and if a request is received before that we will make every effort to pull it before the hearing date. The basic time line is that we assemble and submit our list by mid-April each year, the deadline is usually mid/late May, hearings are held throughout the subsequent months until all accounts have gone through the process, and then it is followed by notice and billing to our clients at the end of the same year after the tax rates are certified in the fall.

If you need more information before deciding feel free to contact Manu at 512-617-6766 ext-4 or [manu@stoneoakmgmt.com](mailto:manu@stoneoakmgmt.com). You can always sign up or opt out later if you choose.

I, sample only, choose the following option regarding tax protests on my behalf by Stone Oak Property Management.

Stone Oak is authorized to file tax protests on the following address(es). By checking this box and providing addresses I certify that I am authorized to engage an agent and no other agent is appointed.

- 1 Sample Street, Sample City, TX 12345
- 2 Sample Street, Sample City, TX 23456
- 3 Sample Street, Sample City, TX 34567

NOTE: We can handle protest on our client's personal residence or other non-managed properties as long as the property is owned by our client.

Stone Oak should not file protests for our property or properties

sample only

Print

DocuSigned by:  
Sample Only  
D75D8CB8938F477... Sign

2019-04-22

Date



Sample Only

## FREE Animal Protection Assurance

### Repair Contribution Payments for Grossly Animal Damaged Properties

We strive to have the most competitive offerings in the market for your home. To differentiate your property from other offerings when leasing, Stone Oak Management does not require pet deposits and instead charges a small monthly administrative fee to the tenant. Our market research has found that this makes the property more attractive to potential tenants. However, you have nothing to worry about. As an added value to you, Stone Oak provides \$1,000.00 of Animal Protection Assurance coverage to our landlords at no additional charge.

Stone Oak Management is pleased to offer three optional assurance packages for our landlords. These have been brought to our attention from our landlords. We can now leverage the power of the large group landlords with Stone Oak to benefit you as an individual owner. These programs will assist with mitigating costs of pets, property damage and evictions. We thank you as our client for assisting in the growth of our company and for that we have been able to keep these programs affordable for anyone who is interested.

## Optional Animal Protection Assurance

This protection program will cover animal related damages caused to the home, above normal wear and tear, resulting from the approved animal(s) that is not covered by the security deposit and will be reimbursed by Stone Oak Management to make necessary repairs on behalf of the owner. Any collection efforts under this agreement become the sole responsibility and ownership of Stone Oak Management.

This program is designed to cover specific animal damages exceeding the security deposits that fall outside of the home owner's insurance policy and excludes normal wear and tear. These wear and tear standards are in accordance with the Texas State Property Code Chapter 92.

By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Stone Oak Management against the tenant. The APA program is only offered to owners that have tenants placed by Stone Oak Management and using Stone Oak Management's lease.

This program excludes fire claims, water claims, natural disaster claims, owner negligence or any portion of a claim that can be covered by the homeowner's insurance policy that they are required to carry per Stone Oak's Property Management Agreement.

- APA Gold – Yes, I wish to enroll in APA Gold for \$5,000 coverage at \$8 per month, per unit.**  
Please enroll me and charge my account the \$8 monthly enrollment fee.
- APA Silver - Yes, I wish to enroll in APA Silver for \$2,500 coverage at \$5 per month, per unit.**  
Please enroll me and charge my account the \$5 monthly enrollment fee.
- No - I do NOT wish to enroll in additional APA program offered at this time.**  
Stone Oak Covers the first \$1,000.00 of damage from pets and that is enough for me.

DS  
SO

DS  
SO

Sample Only



# Optional Damage Protection Assurance

## Repair Contribution Payments for Grossly Damaged Properties

In addition to our Animal Protection Assurance program, DPA will extend coverage beyond the security deposit to our property owners. In the event a deposit doesn't cover the damage from a tenant, Stone Oak is pleased to offer our Damage Protection Assurance program.

This protection program will cover damages caused to the home, above normal wear and tear, resulting from the approved tenants, not animals, that is not covered by the security deposit and will be reimbursed by Stone Oak Management to make necessary repairs on behalf of the owner. Any collection efforts under this agreement become the sole responsibility and ownership of Stone Oak Management.

This program is designed to cover specific damages exceeding the security deposits that fall outside of the home owner's insurance policy and excludes normal wear and tear. These wear and tear standards are in accordance with the Texas State Property Code Chapter 92.

By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Stone Oak Management against the tenant. The DPA program is only offered to owners that have tenants placed by Stone Oak Management and using Stone Oak Management's lease.

This program excludes fire claims, water claims, natural disaster claims, owner negligence or any portion of a claim that can be covered by the homeowner's insurance policy that they are required to carry per Stone Oak's Property Management Agreement.

**DPA Gold – Yes, I wish to enroll in APA Gold for \$5,000 coverage at \$9 per month, per unit.**  
Please enroll me and charge my account the \$9 monthly enrollment fee.

**DPA Silver - Yes, I wish to enroll in DPA Silver for \$2,500 coverage at \$5 per month, per unit.**  
Please enroll me and charge my account the \$5 monthly enrollment fee.

**No - I do NOT wish to enroll in additional DPA program offered at this time.**  
I decline coverage and understand I am solely responsible for the full amount of any and all legal costs and proceedings associated with damages to my property above the security deposit.



Sample Only



# Optional Rent Protection Assurance

## Rent Contribution Payments and Eviction Help When Your Tenant Does Not Pay

If a resident loses their job and stops paying the rent, you may have to resort to legal action to have them evicted. This process is time consuming and expensive. During this wasted time, you are still paying the mortgage, property taxes, HOA dues, and the ongoing operating expenses of the property. It can be financially exhausting.

Residents can abandon the property, vacate because of a divorce, legally break the lease when they are relocated due to military service, legally break the lease because of domestic violence or sometimes event death. Finding a new resident takes time and when you are not receiving any rental income – time means money.

Even the highest quality and best of residents experience unplanned life events and you can't predict when a tenant can't or won't pay. But with RPA, you can protect some of your much-needed rental income.

This program assists in paying for evictions and will release any additional funds not used in the eviction process toward rent payments. For example, if you have the RPA Gold and the eviction cost is \$1,000 to remove the tenant, the additional \$1,000 will be credited to you for lost rents.

**We have three plans to choose from depending on your needs.**

Rental Loss Coverages	RPA Bronze	RPA Silver	RPA Gold
<b>Plan Monthly Cost</b>	\$ 7.00	\$ 13.00	\$ 21.00
Abandonment	\$ 250.00	\$ 500.00	\$ 1,000.00
Eviction	\$ 250.00	\$ 500.00	\$ 1,000.00
Death of a Resident	\$ 250.00	\$ 500.00	\$ 1,000.00
Military Transfer	Not Covered	Not Covered	\$ 1,000.00
Domestic Violence	\$ 250.00	\$ 500.00	\$ 1,000.00
Other Non-Payment	\$ 250.00	\$ 500.00	\$ 1,000.00
<b>Lease Maximum Payout</b>	\$ 250.00	\$ 500.00	\$ 1,000.00
<b>Eviction Coverage</b>	\$ 250.00	\$ 500.00	\$ 1,000.00
<b>Total Maximum Payout</b>	\$ 500.00	\$ 1,000.00	\$ 2,000.00

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Plans are only available for tenants that Stone Oak has placed in your property. Average eviction cost in Travis County is currently approximately \$1,265.00. Costs are below.

Eviction Petition:	\$ 200.00
Writ of Possession:	\$ 165.00
Eviction Service Fee:	\$ 250.00
Locksmith:	\$ 100.00
Movers:	\$ 250.00
Trash Haul Off:	\$ 300.00

**Total Eviction Cost Estimate                    \$1,265.00**

## Optional Rent Protection Assurance

- RPA Gold – Yes, I wish to enroll in RPA Gold for \$2,000 coverage at \$17 per month, per unit.**  
Please enroll me and charge my account the \$17 monthly enrollment fee.
- RPA Silver - Yes, I wish to enroll in RPA Silver for \$1,000 coverage at \$9 per month, per unit.**  
Please enroll me and charge my account the \$9 monthly enrollment fee.
- RPA Bronze - Yes, I wish to enroll in RPA Silver for \$500 coverage at \$5 per month, per unit.**  
Please enroll me and charge my account the \$5 monthly enrollment fee.
- No - I do NOT wish to enroll in additional RPA program offered at this time.**  
I decline coverage and understand I am solely responsible for the full amount of any and all legal costs and proceedings associated with tenant removal.

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 Stone Oak Signature  
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Landlord's Signature

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Landlord's Signature

**Plan Administration and Eligibility Requirements:**

Landlord account with Stone Oak Management must be in good standing and with no violations of the terms of the Property Management Agreement.

Resident must have been procured by Stone Oak Management and on a Stone Oak Management lease agreement.

The cost per month shall be per unit-door managed and shall be charged to the owners operating account.

In the event a resident defaults on the payment or rent, Stone Oak Management shall have the right and sole discretion to institute legal proceedings for an eviction.

All payouts by Stone Oak Management shall be made on the first day of the following month, after the rent-loss event.

Stone Oak Management shall have a first position for a claim against resident for any payment(s) recovered, including the withholding of security deposit funds if available.

The maximum payout per lease agreement shall be equal to the maximum payout per event as listed above.

All payouts by Stone Oak Management shall be to the vendors up to the coverage limits chosen. There is no cash value on this program other than rent credits issued under RPA.

The program shall automatically renew for successive terms unless notice of intent to terminate is received by either party prior to renewal date.

Stone Oak reserves the right to change the terms of these assurances at any time with a 30 day notice given to owners.

Assurances must be applied to your entire portfolio and are not available on a per property basis.





## HOME WARRANTY DISCLOSURE

In the effort to ensure we have the most current information about your home available at this time we are asking all of our owners to complete this form regarding any Home Warranty Coverage Policies they may have. If you have already provided this information please pardon our duplicate request as we don't want to end up in a situation where a warranty should have been used

Do you have a Home Warranty for your Rental Home? YES:  NO:

If you answered yes to the above question, please provide us further information:

Address of Home: 1 Sample Street  
Home Warranty Provider: Sample Warranty Company  
Policy Number: 1234567890  
Phone Number: 800-555-1212  
Expiration Date: Jan 31, 1001

If there are any additional warranties in place for Appliances or anything else please list them below.

Roof replaced Jan 1, 2000 with 5yr labor and 25yr materials, New Fridge Jan 1, 2000 1yr Lowe

THIS INFORMATION IS IMPORTANT TO AVOID UNNECESSARY EXPENSES

**Should you have any changes to your Home Warranty vendor or policy please notify us immediately.**

**It is the current policy of Stone Oak Property Management to charge a Home Warranty Service Fee equal to the greater of \$40.00 or 10.00% of the repair cost per service call for each repair incident.** We want the owners to understand that our staff must process a repair request through two additional entities – the Home Warranty Company, and the Home Warranty company's vendor(s). It has become very common that our staff has had to be on hold with a Home Warranty company for *45 minutes or longer* just to process a work order via phone. In addition, we cannot provide adequate supervision for a Home Warranty vendor, and we incur increased liability from a vendor we do not have a relationship with.

If your provider does not allow third party access to your warranty information we may request your login info.

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2019-04-22

Landlord: \_\_\_\_\_

Manager: DocuSigned by:  
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2019-04-22



TEXAS ASSOCIATION OF REALTORS®  
**GENERAL INFORMATION FOR LANDLORD  
REGARDING ASSISTANCE ANIMALS**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**In the event you receive a reasonable accommodation request for an assistance animal, the following information may assist you in handling and evaluating such a request.**

**THE FAIR HOUSING ACT.**

*General.* The federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status and disability (handicap).

*Exemptions.* The Fair Housing Act prohibits discrimination in most types of housing, but there are exemptions. In some circumstances, the Act exempts:

- **Owner-occupied buildings with no more than four units.** Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence;
- **Single-family housing sold or rented without the use of a broker.** The sale or rental of any single-family house by an owner, provided the following conditions are met: (i) the owner does not own or have any interest in more than three single-family houses at any one time;(ii) the house is sold or rented without the use of a real estate broker, agent, or salesperson or the facilities of any person in the business of selling or renting dwellings; and (iii) if the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption applies only to one such sale in any 24-month period.
- **Housing operated by certain organizations and private clubs that limit occupancy to members.** See 42 U.S.C. 3603, 3607 and 24 C.F.R. § 100.10 for more details.

*Enforcement.* At the federal level, the U.S. Department of Housing and Urban Development (HUD) administers and enforces the federal Fair Housing Act. The Fair Housing Act provides that if the state or city has adopted similar fair housing laws, fair housing complaints will be referred to the state or city for enforcement. At the state level, the Texas Workforce Commission, Civil Rights Division, administers and enforces the Texas Fair Housing Act, which is virtually identical to the federal act.

**DEFINITIONS.**

*Assistance Animal.* An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. An assistance animal is not considered a pet. Under the Fair Housing Act, an assistance animal does not need to be trained or certified, and can be any type of animal.

*Disability.* Under the Fair Housing Act, "disability" or "handicap" means a person with physical or mental impairment which substantially limits one or more of a person's major life activities, a record (history) of the impairment, or being regarded as having the impairment.

*Major Life Activities.* "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.



**REASONABLE ACCOMMODATION.** Discrimination against a person with a disability includes refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

If you prohibit pets in your rental property or impose other restrictions or conditions related to pets and other animals, a reasonable accommodation request may include a request to live with and use an assistance animal.

Generally, such a request must be granted, unless: (i) the person seeking to use and live with the animal does not have a disability; (ii) the person seeking to use and live with the animal does not have a disability-related need for the assistance animal; (iii) the request would impose an undue financial and administrative burden on you; (iv) the request would fundamentally alter the nature of your operations; (v) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or (vi) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. If you refuse a requested accommodation for one of these reasons, you should discuss with the person whether there is an alternative reasonable accommodation that would effectively address the person's disability-related needs.

**REQUESTING ADDITIONAL INFORMATION.** Once a reasonable accommodation request has been made, you may be able to ask for additional information; however, this depends on whether the person's disability or the disability-related need for the assistance animal is readily apparent or known.

- **If the person's disability is obvious, or otherwise known to you, and if the need for the requested accommodation is also readily apparent and known,** then you may not request any additional information about the person's disability or the need for the accommodation.
- **If the person's disability is known or readily apparent, but the need for the accommodation is not readily apparent or known,** you may request only information that is necessary to evaluate the disability-related need for the accommodation.
- **If a disability is not obvious,** you may request reliable disability-related information that: (i) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (ii) describes the needed accommodation; and (iii) shows the relationship between the person's disability and the need for the requested accommodation.

Reliable documentation or information may include verification from a doctor, or other medical professional, a peer support group, or a reliable third party who is in a position to know of the individual's disability. The documentation is sufficient if it establishes that the person has a disability and that the animal will provide some type of disability-related assistance or emotional support. You may not ask an applicant or tenant to provide access to medical records or medical providers, or provide detailed or extensive information or documentation of a person's physical or mental impairments.

**PET DEPOSITS OR OTHER PET FEES.** Any required pet fees, like a pet deposit, may not be applied to assistance animals. A reasonable accommodation request for an assistance animal cannot be conditioned on the payment of such a fee. However, the person is responsible for any damage to the property caused by the assistance animal, excluding normal wear and tear, and all reasonable costs associated to repair the property, if this is your practice to assess tenants for any damage they cause.

**BREED, SIZE, AND WEIGHT RESTRICTIONS.** Breed, size, and weight restrictions do not apply to assistance animal. A decision that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on that animal's actual conduct and not simply on (i) fear about harm or damage an animal may cause or (ii) evidence of harm or damage other animals have caused.

**INSURANCE POLICY.** In some cases, an insurance policy may contain restrictions, conditions, or prohibitions on the types of animals or breeds in a property. If a request for an assistance animal in your property would violate your insurance policy, this may entitle you to refuse the request. If your insurance carrier would either cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden. However, the HUD investigator will verify such a claim with the insurance company directly and consider whether comparable insurance, without the restriction, is available in the market.

**Broker cannot give legal advice. In the event you need further information or wish to deny a request for an assistance animal, you should CONSULT AN ATTORNEY.**

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information.

Sample Only  
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Broker's Printed Name

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By: Sample Only 2019-04-22  
Brok D75D8CB8938F477 Signature Date

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Landlord Date