

# 1. OWNER MANAGEMENT AGREEMENT

## 1.1 AGREEMENT

THIS AGREEMENT is made and entered this <<Management Start Date>>, by and between <<Owner Name(s)>> (hereinafter called "OWNER") and **Arrowrock Property Services, Inc., d/b/a Aloha Property Management**(hereinafter called "AGENT").

## 1.2 OWNER AND CO-OWNER INFORMATION

Legal Full Name: <<Owner Name(s)>>

Other Owners:

Owner Mailing Address: <<Owner Address(es)>>

Owner Phone Number:     <<Owner phone number>>

Owner Phone Number:     <<Owner phone number>>

Owner E-Mail Address:    <<Owner email>>

Owner Tax ID #:         <<Owner Tax ID>>

## 1.3 APPOINTMENT OF AGENT

OWNER hereby appoints AGENT as sole and exclusive agent of OWNER to manage the PREMISES described in paragraph 2.2 upon the terms and conditions provided herein. AGENT accepts the appointment and agrees to furnish the services of its organization for the management of the PREMISES.

## 1.4 PROPERTIES TO BE MANAGED

Property Address:         <<Property address>>

## 1.5 INITIAL TERM

This AGREEMENT shall be for a period of one (1) year, commencing on <<Management Start Date>> (the "commencement date"), and either party may terminate this AGREEMENT upon 30 days written notice delivered, ( by certified mail ) to the other party, subject to the provisions of **paragraph 1.22**.

## 1.6 OWNER GUARANTEE

OWNER warrants that OWNER is the sole owner of the PREMISES, or has unconditional authority to execute this AGREEMENT on behalf of any CO-OWNER and that the PREMISES are not subject to current legal action or foreclosure. OWNER also warrants that there is no known structural damage to the Premises nor are there other known defects including but not limited to all electrical, plumbing, furnace and other appliances on the Premises that may cause tenant harm. OWNER certifies that to the best of his/her knowledge, all such equipment and appliances are in good working condition and repair. Any repairs needed to maintain Premises as required by legal building compliance or occupancy standards shall be contracted for by AGENT as agreed to herein and shall be brought to OWNER'S attention immediately. Any individual OWNER shall have authority to hereafter take action and enter into further agreements with AGENT on behalf of all CO-OWNERS.

OWNER authorizes AGENT to contract for services to include but not limited to, water, sewer, garbage, gas, electric, irrigation, yard care, maintenance agreements, and coin operated washer and dryers. OWNER shall assume and be responsible for the obligations of any such contracts entered into.

## 1.7 BANKING

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AGENT shall utilize its Operating Account for the deposit of receipts and collections as described herein. Funds in the account shall remain the property of the OWNER subject to disbursement of expenses by AGENT as described in this AGREEMENT. AGENT'S Operating Account is a common account used for Owners represented by AGENT.

AGENT shall collect all rents, charges and other amounts receivable on OWNER's account in connection with the management of the PREMISES. Such receipts shall be deposited in the account maintained by the AGENT for the PREMISES. OWNER authorizes AGENT to endorse any and all checks drawn to the order of OWNER for deposit to such operating account.

If OWNER chooses, AGENT will deposit monthly proceeds directly to an account as directed by OWNER. Otherwise all Cash Distributions will be sent to OWNER via check.

OWNER acknowledges that all interest amounts received by AGENT on any lease income, operating funds, security and other deposits, or any other amounts held in the Operating Account shall be retained by AGENT or as directed by the State of Idaho.

AGENT shall comply with all applicable state or local laws concerning the responsibility for security deposits. Security deposits will be deposited in the account maintained by the AGENT for the PREMISES. AGENT shall collect and maintain all tenant deposits, such as security deposits, cleaning and damage deposits, pet deposits, cable/satellite deposits, and any other deposits in which AGENT deems necessary to collect from TENANT. OWNER agrees to provide an accounting of all security deposits and to supply AGENT with matching funds prior to the execution of this AGREEMENT for all tenants currently residing upon the PREMISES prior to, or contemporaneously with, the signing of this Agreement. Should the PREMISES sell or upon termination of this AGREEMENT, OWNER authorizes AGENT to deduct any outstanding fees owed by TENANT from the security deposits prior to releasing these funds.

OWNER shall be responsible for the payment of all mortgage/notes, property taxes, special assessments, Homeowner Association fees, special assessments, all utilities as listed in paragraph 7.1 of this AGREEMENT, all costs and expenses associated with the contracts set forth in paragraph 2.5 of this AGREEMENT, all materials and expenses needed for the maintenance, repair and replacements of or on the PREMISES, and premiums for casualty and liability insurance relating to the PREMISES unless otherwise modified in writing with AGENT.

**OWNER shall maintain a minimum balance of \$200 (two hundred dollars) per unit at all times.**

Upon acceptance of the request to make payments for those items listed in Section 3.5 of this AGREEMENT, AGENT will disperse funds accordingly, provided that OWNER'S account has sufficient funds. OWNER agrees to provide all necessary information and funds to AGENT to ensure proper and timely payments and hold AGENT harmless for any costs or responsibilities due to late payments. If AGENT is to make payments to any of the aforementioned entities, OWNER agrees to notify each entity and to authorize AGENT to call and access account information. OWNER bears sole responsibility for all such payments, costs and expenses, late fees, lost payments, and/or any damages.

From the Operating Account, AGENT is hereby authorized to pay or reimburse itself for all expenses and costs of operating the PREMISES, including AGENT's compensation and expense reimbursements.

At the discretion of AGENT, any balance of the OWNERS account due and owing AGENT and not paid within 10 days from the delivery of notice as described herein, will accrue interest at Eighteen percent (18%) per annum however not less than Twenty-Five Dollars (\$25) per month, until paid in full. Mailing of monthly statement of income and expenses indicating a deficient OWNER balance shall be sufficient notice to OWNER of balance due.

OWNER agrees to keep all mortgages, property taxes, association fees, or any other obligations that could lead to a foreclosure action against the property current and paid in full. Should AGENT be notified that a foreclosure action has been initiated against the PREMISES, OWNER authorizes AGENT to freeze all OWNER related funds to that property and AGENT will not make any further disbursements to OWNER. OWNER will have 30 days to correct and make all obligations current. Should OWNER fail to stop the foreclosure process, OWNER authorizes AGENT, at AGENT's option, to release the TENANT from their rental agreement and all future rental payments, refund the security deposit to the TENANT, and deduct from OWNER'S funds on hand all amounts due to AGENT or TENANT including, but not limited to, any refund to TENANT of prorated rents or expenses and all management fees and other fees as described within this AGREEMENT. Further, this Agreement shall be declared null and void at AGENT's election, with all fees under this agreement becoming immediately due and payable to AGENT.

## 1.8 FINANCIAL AND OTHER REPORTS

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AGENT shall issue to OWNER itemized statements by the 25th day of each month, which will include an accounting of all income and expenses related to the property for the preceding month.

## 1.9 LEASING AND RENTING

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AGENT shall use all reasonable effort to keep the PREMISES rented by procuring tenants for the PREMISES. AGENT is authorized to negotiate, prepare, and execute all leases, including renewals and extensions of leases and to cancel and modify existing leases, utilizing AGENT forms and agreements exclusively.

During the term of this AGREEMENT, OWNER shall not authorize any other person, to negotiate or act as rental agent with respect to any leases for the PREMISES.

AGENT and OWNER will make all decisions as to the rental amount. OWNER understands that the AGENT determines rental amounts in a competitive manner and consistent with other similar properties managed by AGENT or in the vicinity of the OWNER'S property.

OWNER and AGENT agree to follow all Federal and Local Fair Housing Laws. If OWNER should at any time request AGENT to disregard Fair Housing laws and/or Landlord/Tenant Laws, this contract will be terminated immediately and the management fees for the balance of this contract or \$500, whichever is greater, will be due immediately.

AGENT shall have authority on behalf of the OWNER to terminate any lease or rental agreements covering the PREMISES that are in default, to execute and serve such legal or other notices as AGENT deems appropriate, to institute legal actions for the benefit of, and the expense of, OWNER for the purpose of evicting tenants in default and to recover possession of the PREMISES, to recover unpaid rents and other sums due from any tenant to settle, compromise and release claims by or against any tenant, and to employ attorneys for payment of rent more than five days in arrears. OWNER agrees that AGENT is not responsible for the collection of delinquent accounts. AGENT assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property.

AGENT assumes no responsibility or management of personal property left by OWNER at PREMISES.

OWNER agrees to let TENANT out of lease at any time if OWNER decides to sell property.

## 1.10 ADVERTISING

AGENT is authorized to advertise the PREMISES or portions thereof for rent, using print ads, periodicals, signs, brochures, internet/web sites, displays, or such other means as AGENT may deem proper and advisable. AGENT is authorized to place signs on the PREMISES advertising the PREMISES for rent. Newspaper ads that share space with other properties managed by AGENT shall be prorated. OWNER agrees to reimburse AGENT for all advertising costs on a cost-per-ad basis. We do not charge a weekly fee for advertising, nor do we charge more than the original cost of placing the ad. Advertising expenses may include direct costs for advertising the OWNER'S PREMISES as well as a reasonable pro-rata share of general advertising by the AGENT which is designed to collectively benefit the OWNER'S PREMISES and other properties managed by AGENT.

## 1.11 UTILITIES

OWNER is responsible for the payment of all utilities. OWNER must contact each utility, such as electric, gas, water, sewer, trash, and irrigation companies and provide AGENT with billing information to include account and contact numbers. If AGENT is to pay utilities on behalf of OWNER, OWNER is to set billing as follows:

**Owner's Name**  
**C/O Aloha Property Management**  
**6315 W. Ustick Rd**  
**Boise, ID 83704**  
**208-629-8814**

OWNER agrees to set up Landlord Service Agreements in the OWNER'S name but in care of AGENT using AGENTS mailing address.

## 1.12 PROPERTY SURVEYS

AGENT agrees to perform a minimum of 4 exterior surveys per year. Such survey will be performed on a random basis to ensure Tenant compliance on a regular basis. OWNER can request an interior survey at anytime with at least 48 hours advance notice to AGENT, so as to allow AGENT time to provide the tenant at least twenty-four hours notice of inspection. AGENT shall perform interior surveys at its discretion or when deemed prudent by AGENT.

## 1.13 MAINTENANCE AND REPAIRS

AGENT is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve and maintain the PREMISES in an attractive condition and in good state of repair for the operating efficiency of the PREMISES, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. AGENT is also authorized to decorate the PREMISES and to purchase or rent, on OWNER's behalf, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the PREMISES. Such maintenance and decorating expenses will be paid by the OWNER and through the OPERATING ACCOUNT. AGENT shall not be liable to OWNER for any act, omission, or breach of duty of such independent contractors or suppliers. AGENT may charge OWNER a fee equal to 10% of the gross invoices for all labor and materials arranged for and contracted by AGENT relating to any remodeling, redecoration, capital or structural repairs, replacements or improvements or yard care as directed by OWNER.

Due to the volume of business and AGENT'S business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to AGENT and its employees. AGENT does not mark up invoices or charges to OWNERS and therefore, AGENT retains all available discounts, gratuities, and rebates. AGENT shall always award vendor contracts and otherwise deal

with vendors based upon price, availability, workmanship and industry reputation. OWNER will never be charged more than the amount of the original invoice.

**AGENT shall contract for semi-annual Preventative Maintenance at the expense of the OWNER ( \$50.00 each timeper unit). The contractor will check all plumbing and plumbing fixtures, caulking, door stops, dryer vents, smoke detectors, and furnace filters and make necessary repairs. AGENT agrees to back-charge tenant for tenant related expenses.**

The expense incurred for any one transaction shall not exceed \$ **200.00**, except monthly or recurring operating charges and emergency repairs, unless otherwise authorized by the OWNER, typically done via e-mail.

#### 1.14 NORMAL WEAR AND TEAR DEFINED

Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the tenants, their family, or their guests. For the purposes of this agreement, AGENT will consider the following items as normal wear and tear. (nail holes used to hang pictures, minor spot painting between tenants, traffic wear in carpet, carpet replacement after 5-7 years, scuffed hardwood floors, sometimes minor cleaning between tenants, worn toilet seats, re-keying or replacement of worn locks, blind replacement due to sun damage or paint flaking, caulking or any other preventative maintenance).

#### 1.15 YARD CARE

AGENT does not provide yard care services. Yard care is considered to include but is not limited to weeding of planters, trimming of grass, edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of any automatic timers for irrigation/sprinkler system, or the removal of garbage, debris, and animal feces. OWNER must indicate in writing who is to care for the yard, whether it is the TENANT, an independent contractor, or the OWNER themselves. AGENT agrees to inspect the exterior yard during its random property surveys and notify either the tenant or the independent contractor of deficiencies; however, at no time is AGENT responsible for the care of the yard for the PREMISES. If OWNER indicates that the yard care is to be performed by the TENANTS, either the OWNER or independent contractor assumes responsible for yard care between tenancy.

#### 1.16 LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords and owners must disclose the presence of known lead based paint.

OWNER'S Acknowledgement relating to the Property (**Initial if Applicable**)

- 1 Known lead based paint/hazards are present \_\_\_\_\_
- 2 Has no knowledge of lead based paint/hazards \_\_\_X\_\_\_
- 3 Has provided lead based/hazard records \_\_\_\_\_
- 4 Has no records pertaining to lead based paint/hazards \_\_\_\_\_

#### 1.17 MANAGEMENT SERVICES DO NOT INCLUDE

Normal property management does not include providing on-site management, property sales, refinancing, preparing PREMISES for sale or refinancing; supervising and coordinating modernization, remodeling, rehabilitation, repair, replacement or maintenance of capital or structural components or the PREMISES, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, or attending OWNER's association meetings and the like. If OWNER desires AGENT to perform services not included in normal property management or specified above, a fee shall be agreed upon for these services before work begins.

#### 1.18 LEGAL FEES

OWNER agrees to pay all expenses incurred by AGENT including, without limitation, attorney's fees for counsel employed to represent AGENT or OWNER in any proceeding or suit involving a breach of a lease or rental agreement, or an alleged violation by the AGENT or OWNER, or both, of any constitutional provision, statute, ordinance, law or regulation of any governmental body pertaining to fair employment, Federal Fair Housing, including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin, marital status, or mental or physical handicap in the sale, rental or other disposition or housing or any services rendered in connection therewith, but nothing herein contained shall require the AGENT to employ counsel to represent the OWNER or himself in any such proceeding or suit.

OWNER shall not hold AGENT liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.

If any legal action or proceeding be brought by AGENT to enforce any part of this AGREEMENT, AGENT shall recover in addition to all other relief, reasonable attorney's fees and costs.

## 1.19 INSURANCE: HOLD HARMLESS AND LIABILITY

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Nothing in this AGREEMENT contained shall be construed as rendering AGENT liable for any act, omission, or occurrence resulting from or in any manner arising out of the performance of AGENT'S duties and obligations hereunder, or the exercise by AGENT of any of the powers or authority herein or hereafter granted to AGENT by OWNER, or the use of any lease or rental agreement required by OWNER. At all times this AGREEMENT is in effect, OWNER, at OWNER'S expense, must maintain in full force and effect:

Fire and extended coverage for all casualties and hazards customarily covered by casualty insurance in the State of Idaho for the full insurable value of the PREMISES, containing endorsements that contemplate the leasing of the property by OWNER and vacancies between lease terms: and

**Public liability insurance naming AGENT, Aloha Property Management, as additional insured.**

Within fifteen (15) days from the effective date, OWNER must provide to AGENT a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in the manner or degree at any time this agreement is in effect, OWNER must provide AGENT a copy of the insurance certificate evidencing any change within ten (10) days of the change.

OWNER agrees to indemnify, defend and hold AGENT harmless from all claims, investigation, and lawsuits by third parties related to the PREMISES, and the management and leasing, whether occurring during the term of this AGREEMENT or after its termination, and from any claim or liability for damage to property, or injuries or death of any person, including without limitation, OWNER shall indemnify, defend and hold AGENT harmless for any damage to the PREMISES caused by any third party, including without, limitation a tenant and its, guests, invitees, licensees, agents and affiliates.

It is expressly agreed and understood that all persons employed in connection with the PREMISES are employees of the OWNER and not the AGENT. The OWNER'S obligation under this Section shall include the payments of all costs, expenses, suits, claims, settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay, court costs, litigation expense, worker's compensation claims, and attorney's fees.

AGENT shall not be liable for any breach or default under any lease or rental agreement or any willful neglect, abuse or damage to the PREMISES by tenants, vandals, or others nor loss or damage to any personal property of OWNER.

If at any time during or after the term of this AGREEMENT, the PREMISES are found to be contaminated with hazardous waste, OWNER agrees to indemnify and hold AGENT harmless from all claims, demands, actions, liabilities, costs expenses, damages and obligation of any nature arising from or as a result of said hazardous waste. The foregoing indemnification shall survive the termination or expiration of the AGREEMENT.

## 1.20 AGENT'S COMPENSATION AND EXPENSES

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1. **There is a one time set-up fee of \$75 per property and/or unit.**

2. **For so long as this Agreement is in effect, AGENT's fee shall be \$50 monthly per property and/ or 8% plus \$3 admin fee per month of the total monthly gross receipts from PREMISES, whichever is the greater amount. "Gross receipts" as used herein shall mean the total dollar amount paid by a tenant in the Premises for rent and any other charges due under any lease with the tenant.**

3. **To report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous Income form (or IRS 1042S Income form for foreign investors) for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for printing forms and making changes to Owner information is provided through the Owners online portal. In the event the Owner cannot access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number and address, in addition to any other requested information or required tax form and to notify Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to Owner.**

4. **OWNER agrees to reimburse AGENT each month during the term hereof for all costs and expenses directly attributable to OWNER's property. These expenses include, but are not limited to, advertising, maintenance and repairs to the PREMESIS, and legal fees.**

5. **Any time of AGENT or AGENT's employee(s) expended in preparation for and attendance to court on OWNER'S behalf will be billed at the rate of \$75 for each eviction or \$50 per hour for other litigation. OWNER and AGENT agree such charges will be paid by the OWNER but charged to the TENANT.**

6. **Normal property management services do not include showing property to real estate agents, inspectors, appraisers, or prospective buyers while property is for sale. Should OWNER request AGENT to perform services not included in normal property management, a fee based at \$50 per hour may be assessed at AGENTS discretion.**

7. **AGENT shall receive and retain all TENANT application fees, non-sufficient fund bank fees, move-out inspection fees, non-payment delivery notice fees, and termination fees.**

8. AGENT splits late fees and pet rent 50/50 with OWNER.

9. Eviction Protection: OWNER will pay AGENT \$96 each July for up to \$1000 of eviction protection. After July it will be pro-rated.

10. Preventative Maintenance: OWNER will pay AGENT \$50 twice a year for doing walk throughs. Please refer to 1.13 for details.

## 1.21 BINDING EFFECT

This AGREEMENT shall be binding upon the parties hereto and their respective Personal Representatives, heirs, administrators, executors, successors and assigns. OWNER acknowledges receipt of a legible copy of this fully executed AGREEMENT. The effective date of this AGREEMENT is subject to AGENT'S receipt of all items listed on the AGENT'S Ownership Changeover Checklist.

Should any Section or any part of any Section of this AGREEMENT be rendered void, invalid, or enforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other Section or any part of any Section in this AGREEMENT.

AGENT may change the terms under which AGENT is willing to provide service in the future under the AGREEMENT, but only by giving at least 30-days advanced written notice to OWNER.

The drafting, execution and delivery of this AGREEMENT by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this AGREEMENT. This AGREEMENT embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this AGREEMENT.

**Assignments:** Neither party may assign this Agreement without written consent of the other party.

**Joint and Several:** All OWNERS executing this Agreement are jointly and severally liable for the performance of all of its terms. Any act or notice to, or signature of, any one or more of the OWNERS regarding any term of this Agreement, its extension, renewal or termination is binding on all OWNERS.

**Governing Law:** Idaho law governs the interpretation, validity, performance and enforcement of this Agreement. Further, any claim or cause of action may only be brought in the state or federal courts located in Boise, Idaho, and OWNER agrees to submit to the exclusive personal jurisdiction of such courts and hereby appoints all other OWNERS as agents for the purposes of providing notices and service of judicial process. OWNERS also appoint the Secretary of State for Idaho as your agent for service of process.

**MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**CORPORATE AND PERSONAL LIABILITY.** The person signing this agreement on behalf of Client has authority to bind the business entity upon which he/she represents, and expressly authorizes Attorney to represent Client, and personally guarantees payment of the costs, fees and expenses identified herein, jointly and severally.

## 1.22 TERMINATION OF AGREEMENT

**Notwithstanding any other provision contained in this AGREEMENT to the contrary,** this Agreement will automatically renew for successive one (1) year terms and every year after, unless OWNER provides AGENT written notice, ( by certified mail ) of termination at least thirty (30) days prior to the expiration of the initial term or any successive term as applicable. **Notwithstanding any other provision contained in this AGREEMENT to the contrary,** the OWNER shall be obligated hereunder for an initial term of ONE YEAR from the commencement date set forth in paragraph 1.5 above. In the event the OWNER terminates this AGREEMENT within the initial or any successive term as set forth above, the OWNER agrees to pay to the AGENT an administrative fee equal to the percentage set forth in 1.20 herein applied to the actual or projected rent for the PREMISES, or the monthly amount set forth in 1.20, whichever is applicable, for the remainder of the initial or successive term as applicable, whether or not the PREMISES is leased or rented. AGENT, at its option, may terminate this agreement at any time upon thirty (30) days written notice of termination.

**In the event a tenant's lease extends the length of this agreement, owner agrees to pay management fees until the end of the current tenant's lease.**

All provisions of this AGREEMENT that require the OWNER to have insurance or to defend, reimburse, or indemnify the AGENT shall survive any termination and, if AGENT is or becomes involved in any proceeding or litigation by reason of having been the OWNER'S AGENT, such provision shall apply as if this AGREEMENT were still in effect.

AGENT may withhold funds for 30 days after the end of the month in which this AGREEMENT is terminated to pay bills previously incurred but not yet invoiced and to close accounts.

**COLLECTIONS.** In the event that OWNER becomes delinquent and payment is not made on amounts owing under the terms of this Agreement, and the balance is placed with a licensed collection agency, OWNER agrees to pay the fees of the collection agency, which amount is theretofore agreed to be 50% of the outstanding balance at the time the account is placed for collections. The 50% collection agency fee will be calculated and added at the time the account is placed into collections

### 1.23 SPECIAL POWER OF ATTORNEY

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KNOWN ALL BY THESE PRESENTS; that the OWNER has made, constituted, and appointed and by these presents do make, constitute and appoint Aloha Property Management and its agents, true and lawful attorney for and in their name, place and stead, and for their use and benefit as follows:

To let, rent and lease on such terms and conditions as said attorney in fact may deem proper and to extend or renew any lease or minimum term tenancy now or hereafter in effect, for such term or terms and at such rents and subject to such covenants, provisions and constitutions as they may deem best for the above described PREMISES.

To ask, demand, collect, and receive all rents and moneys, and to file receipts therefore; to order, direct, superintend, and manage all repairs, alterations, and improvements, and to make disbursements for the same; to make all purchases; in general, to do and perform all acts and things incident to management of the PREMISES and make all proper and necessary disbursements in connection therewith. AGENT shall also have full power to lease said PREMISES as provided herein and to do all acts necessary for the carrying out and execution of such leases or minimum term tenancies. AGENT shall have full power to initiate, set up, terminate, or modify any and all utilities or landlord service agreements for all utilities related to the PREMISES, such as but not limited to: electric, gas, water, sewer, trash, and irrigation.

Giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated PREMISES, as fully to all intents and purposes as the OWNER might or could do if personally present, and hereby ratifying and conforming all that said attorney shall lawfully do or cause to be done by virtue of these presents.

### 1.24 ADDITIONAL RESPONSIBILITIES OF OWNER

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OWNER hereby agrees to:

1. Refer all inquiries regarding the Premises to AGENT and shall notify AGENT of any repairs, additions or maintenance needed or contracted;
2. Not rent or lease the Premises to anyone without AGENT'S prior approval;
3. Not enter into an agreement with any other management company during the term of this Agreement;
4. Provide AGENT with copies of existing leases or rental agreements related to the property and tender any security deposits paid by existing tenants in the Premises to AGENT;
5. Provide AGENT with all keys and access devices to the Premises;
6. Not enter the Premises nor allow any other third party to enter the Premises for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to AGENT and scheduling by AGENT of an appropriate time for such entry;
7. Notify AGENT if OWNER becomes delinquent in the payment of any mortgage or other encumbrance secured by the Property, property taxes, insurance or association fees; and
8. Not take any action or adopt any policy the effect of which would be to prevent AGENT from offering the Premises for lease in compliance with all applicable Federal and State laws and regulations, including but not limited to, those laws and regulations prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or familial status in the leasing of the property.

### 1.25 NOTICES

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All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

OWNER:

Owner Address: <<Owner Address(es)>>

Owners Phone Number: «Owner phone number»

Owners Tax ID #: «Owner Tax ID»

Owners e-mail: «Owner email»

ATTN: <<Owner Name(s)>>

AGENT:

Aloha Property Management

6315 W. Ustick Rd

Boise, ID 83704

(208) 629-8814(Telephone)

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Sign and Accept

2.1 THE UNDERSIGNED HAS READ THE FOREGOING RESENTATION AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO IT.

IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their respective signatures this <<Management Start Date>> .

IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their respective signatures this <<Management Start Date>>.

X \_\_\_\_\_  
Owner

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Agent/Broker

\_\_\_\_\_  
Date Signed