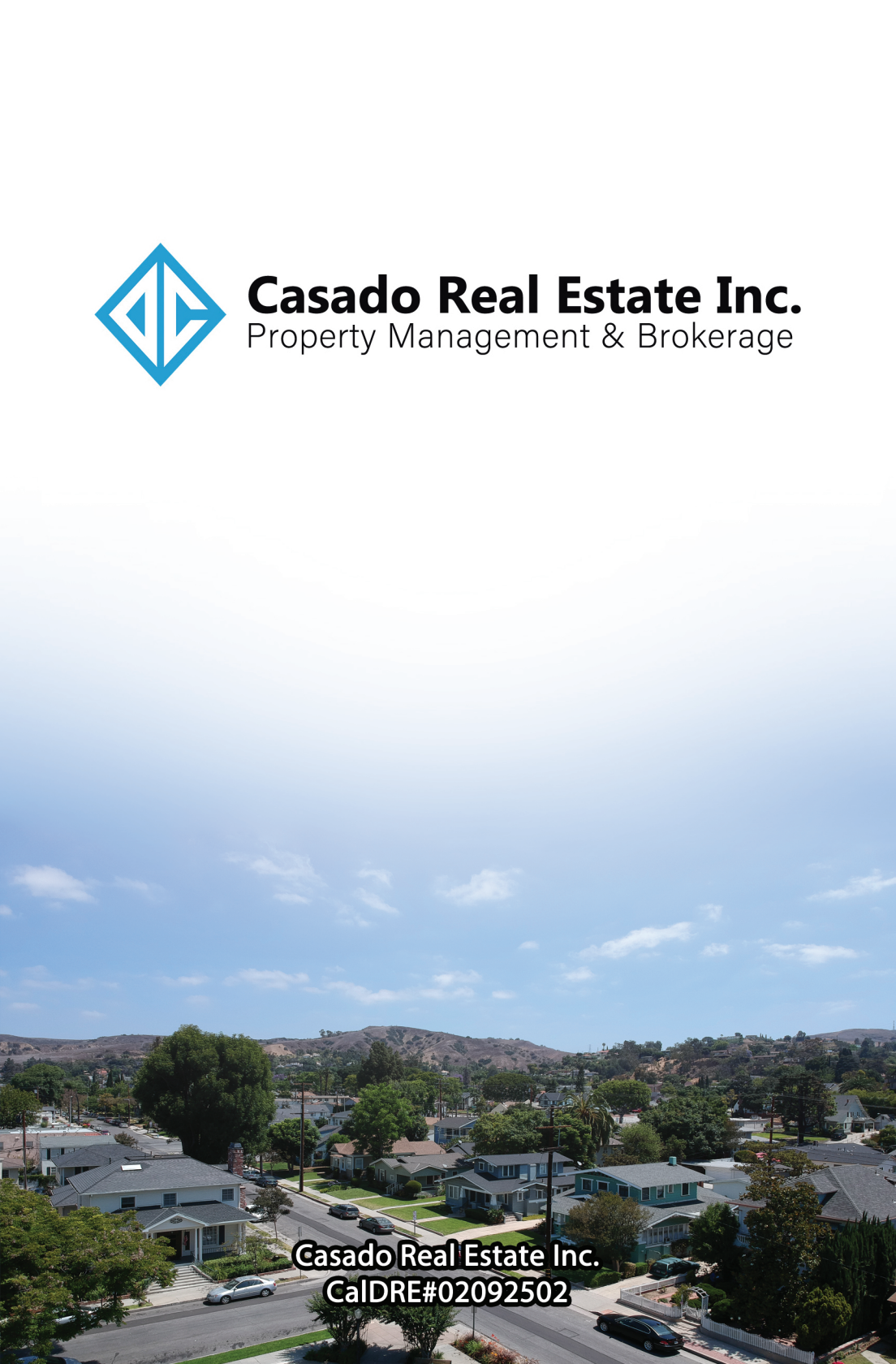
Casado Real Estate Inc.

Property Management & Brokerage



Casado Property Management

Hiring a local property manager allows you the time to focus on more important tasks in your life, mitigate legal risks, reduce stress and allows you more peace of mind. Casado Real Estate Inc.'s mission to its owners is to maintain the property at peak performance which includes efficient property maintenance, happy tenants, fair rents, and transparent communication. Your only job is to collect your monthly owner's statement and check, we'll take care of the rest.

About the Broker/Owner

Thank you for considering Casado Real Estate Inc. to service your rental property! Local to Long Beach, CA: Broker/Owner, Daniel Casado is the area's premier real estate broker rising in the ranks among the local industry's leaders. Daniel has formed strong relations, among others with the Apartment Association of California Southern Cities and earned the prestigious CAM designation administered by the National Apartment Association. Daniel is Alumni of California State University, Long Beach (CBA, Marketing), he's an Eagle Scout who serves his community by honest and fair dealings in real estate and property management, he currently serves on the board for LBCREC & NARPM, he helps those he works with step into better positions and helps you maximize your property's ROI.



Daniel Casado, Broker/Owner
call/text: (562) 316-0077
email: daniel@casadorealestate.com
web: casadorealestate.com

Property Maintenance



Ongoing maintenance is a constant variable on rental property and your investment's return could be affected by faulty maintenance which costs unnecessary technician visits to your property. Casado Real Estate's mission is peak performance for your investment and by using trustworthy property technitians and contracting professionals, your property gets any unwanted repairs done correctly the first time, extending the life of the repair reducing your property costs over time.

When it comes to property maintenance, Casado Real Estate is on your side, we do not charge a service fee for retrieving quotes and maintenance coordination, effecting our bottom line too.

Procedures we do to ensure peak performance

1) Annual interior property inspection reports.
2) Consult repair options.
3) Consult with owners on any expenses over $500.
4) Hire professionally licensed and insured technicians.
5) Often collect pictures before and after.

"I do what I love and love what I do" - Daniel Casado

Leasing / Marketing

Broker/Owner, Daniel Casado graduated from California State University, Long Beach with a degree in marketing so when you work with Casado Real Estate you'll be working with a professional who knows how to market rentals. If customers can't find it, it doesn't exist. Bringing your rental to the market using professional content, you will know that the first impression your property makes on all prospects will be a positive one, resulting in more leads and showings getting your property rented faster! Results are the in details of preparation and launching your property to market in its best light will not only help it turn faster but will attract better quality tenants. Most of the time we can find your renter within two weekend's time.

Renter Qualifications:

It is because we are confident in our marketing that we are confident to require stricter rental criteria for applicants funneling down to higher quality tenants which help maximize peak property performance. Our minimum standard rental criteria for all rentals are: **600 credit scores, gross income 3x rent, no smoking, and no past evictions.**





Our owners recieve a discount on leasing fees
Eviction Protection Available

Residential & Commercial

Residential Properties

The majority of properties we service are residential dwelling units that require a tall order of legal responsibilities and procedures to stay in compliance with new statewide rent control's Tenant Protection Act of 2019, The Fair Housing Act, The Civil Rights Act of 1964, and The California Fair Employment and Housing Act (FEHA) among others along with new laws continuously being added every year. The legal liability alone is enough for many owners to subscribe hiring a professional property manager. Casado Real Estate aligns with legal advocates to stay on top of new and existing regulations and all the contracts we use have been drafted by teams of lawyers for your protection.

Commercial Properties

A commercial property is any residential property with 5 or more units, buildings used for offices, retail stores, or mix-use property with both residential and commercial units. Casado Real Estate can help create comprehensive leases that track scheduled economic growth of the businesses' we rent to and have the experience to screen businesses and their owners. If your building has common area maintenance fees we can help distrute those costs to tenants.



REALTOR®

NARPM™ Affiliate Member

Apartment Association, California Southern Cities

CAM CERTIFIED APARTMENT MANAGER®

NAA NATIONAL APARTMENT ASSOCIATION AFFILIATE

AAGLA APARTMENT ASSOCIATION OF GREATER LOS ANGELES

The #1 benefit of hiring a property manager aside from ROI is peace of mind.

Pricing

Full Service Management

Includes rent collection, maintenance coordination, bill pay, monthly and yearly statements. Leasing and marketing discounts apply.

Single Family Residence **7%**
Or condo not exceeding one unit

Multi-Family **7%**
2-4 units with gross rent collected < 7,000/month

Multi-Family **5%**
Single property with gross rent collected > $15,000/month

Leasing and Tenant Placement

When not under management: Includes marketing, showings, screening and move-in report.

One Unit **6%**
Fee is of one year's expected gross rent, minimum $750

Multi-Unit Building Lease Up **5%**
Please contact for more information

Optional Eviction Protection

With an extra point we will cover any eviction costs, for tenants we place. ***1%***

Products with higher quality marketing skim the market price at the top.

Sign-up Process

1. **Discuss or meet with the Broker**: Schedule a time to discuss details relating to your property after reviewing the included sample agreement. Daniel Casado will be able to answer questions and cover the terms of the Management Agreement in detail with you, if you are out of the area this can be completed remotely with e-signatures.

2. **Compelete agreement:** Once agreement is complete your manager can serve notice of new management to any tenants or begin make ready/leasing process. Generally we will be in constant contact for the first 30-60 days, we do eveything we can to speed up transition process with a clear and consise on boarding process.

3. **Deliver tenant information:** Send your manager all tenant information including: rent rolls with phone numbers and emails, tenant files with applications and rental agreements and any pertinant information. We will deliver notice of new management to tenants once this information is recieved. Generally we will immediatly complete an initial property inspection for vacant units. Occupied units at time of new management will be inspected within the first few months.

If their are vacancies that need to be filled we will make-ready the units and list them for rent.

Request Management Today!

Daniel Casado, Broker/Owner
Call/text: (562) 316-0077
daniel@casadorealestate.com
CalDRE#02092502

The first step to real estate success is to find the right property manager.

CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☒ Landlord ☐ Tenant _____ Date _____
SAMPLE

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ *CASADO REAL ESTATE INC.* DRE Lic. # *02092502*
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate, if any) *CASADO REAL ESTATE INC.*

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Casado Real Estate Inc., 6528 Greenleaf Ave. #129 Whittier CA 90601 Phone: **5626863292** Fax: **Property**
Daniel Casado
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

SAMPLE

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.**(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 6/17)

Date Prepared: ***August 5, 2022***

SAMPLE AGREEMENT ("Owner"), and

CASADO REAL ESTATE INC. ("Broker"), agree as follows:

1. **APPOINTMENT OF BROKER:** Owner hereby appoints and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as ***123 Main St., Long Beach, CA 90802***, and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) _____ and ending (date) _____, at 11:59 PM. (If checked:) [X] Either party may terminate this Property Management Agreement ("Agreement") on at least 30 days written notice ***1*** months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.
2. **PROPERTY MANAGER ACCEPTANCE:** Property Manager accepts the appointment and grant, and agrees to:
   - **A.** Use due diligence in the performance of this Agreement.
   - **B.** Furnish the services of its firm for the rental, leasing, operation and management of the Property.
3. **AUTHORITY AND POWERS:** Owner grants Property Manager the authority and power, at Owner's expense, to:
   - **A. ADVERTISING:** Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in the Multiple Listing Service and other online media.
   - **B. RENTAL; LEASING:** Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Property Manager for Owner shall not exceed ___ year(s) or [ ] shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: [X] at market rate; OR [ ] a minimum of $ _____ per _____ ; OR [ ] see attachment.
   - **C. TENANCY TERMINATION:** Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies. If Landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary.
   - **D. REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over $ ***500.00*** for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
   - **E. REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
   - **F. CONTRACTS; SERVICES:** Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
   - **G. EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
   - **H. SECURITY DEPOSITS:** Receive security deposits from tenants, which deposits shall be [ ] given to Owner, or [X] placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
   - **I. TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.
   - **J. RESERVES:** Maintain a reserve in Property Manager's trust account of $ ***500.00***
   - **K. DISBURSEMENTS:** Disburse Owner's funds held in Property Manager's trust account in the following order:
     - **(1)** Compensation due Property Manager under paragraph 8.
     - **(2)** All other operating expenses, costs and disbursements payable from Owner's funds held by Property Manager.
     - **(3)** Reserves and security deposits held by Property Manager.
     - **(4)** Balance to Owner.

Owner's Initials (_____) (_____)

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Daniel Casado
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

SAMPLE

Owner Name: ***SAMPLE AGREEMENT*** Date: _____

L. OWNER DISTRIBUTION: Remit funds, if any are available, monthly (or ☐ _____), to Owner.

M. OWNER STATEMENTS: Render monthly (or ☐ Quarterly or ☒ ***Owner Portal, 24/7***), and year end statements of receipts, expenses and charges for each Property.

N. PROPERTY MANAGER FUNDS: Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

O. KEYSAFE/LOCKBOX: ☒ (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/ lockbox addendum (C.A.R., Form KLA).

4. OWNER RESPONSIBILITIES: Owner shall:

A. Provide all documentation, records and disclosures as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.

B. Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, **(i)** for any repairs performed by Owner or by others hired directly by Owner; **(ii)** for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person in Property Manager's firm, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; or **(iii)** from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises.

C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.

D. Pay all interest on tenants' security deposits if required by local law or ordinance.

E. Carry and pay for: **(i)** public and premises liability insurance in an amount of no less than $1,000,000; and **(ii)** property damage and worker's compensation insurance adequate to protect the interests of Owner and Property Manager. Property Manager shall be, and Owner authorizes Property Manager to be, named as an additional insured party on Owner's policies.

F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.

G. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover Owner's responsibilities.

5. OWNER REPRESENTATIONS:

A. Owner represents that, unless otherwise specified in writing, Owner is unaware of: **(i)** any recorded Notice of Default affecting the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owners ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Property Manager in writing if Owner becomes aware of any of these items during the term of this Agreement.

B. Owner represents that any and all residential rental unit(s) on the Property contain all permits and government approvals needed to lawfully lease or rent any such unit as a dwelling, except: _____.

6. TAX WITHHOLDING:

A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed $1,500 received by Property Manager, unless Owner completes and transmits to Property Manager FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.

B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor Owner will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.

7. OWNER DISCLOSURE:

A. LEAD-BASED PAINT:

(1) ☐ The Property was constructed on or after January 1, 1978.

OR (2) ☒ The Property was constructed prior to 1978.

(i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____

_____.

(ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Property Manager: _____.

B. POOL/SPA DRAIN: Any pool or spa on the property does (or, ☐ does not) have an approved anti-entrapment drain cover, device or system.

C. ☐ **MOLD:** The Property was treated in _____ (month) _____ (year) for elevated levels of mold which was previously detected in the following location(s): _____.

☐ Owner has no reports or records pertaining to elevated levels of mold in the Property, except: _____.

☐ Owner has no knowledge of elevated levels of mold currently in the Property, except: _____

_____

D. ☐ **ASBESTOS:** Asbestos was removed from the Property in _____ (month) _____ (year) in the following location(s): _____.

Owner's Initials (_____) (_____)

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Property

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SAMPLE

Owner Name: ***SAMPLE AGREEMENT*** Date: _____

☐ Owner has no reports or records pertaining to asbestos in the Property, except: _____.
☐ Owner has no knowledge of asbestos currently in the Property, except: _____.

E. ☐ **PEST CONTROL:** Owner has entered into a contract for periodic pest control treatment of the Property. Owner, within 3 days, will provide Property Manager a copy of the notice originally given to owner by the pest control company.

F. ☐ **METH CONTAMINATION:** Owner has received an order from a health official prohibiting occupancy of any part of the Property because of methamphetamine contamination. Owner, within 3 days, will provide Property Manager a copy of the order. Contamination specified in the order ☐ has or ☐ has not been remedied.

G. **BED BUG DISCLOSURE:** Owner acknowledges that beginning July 1, 2017, for new tenants and by January 1, 2018, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). Owner further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation. ☐ Owner knows of a current infestation.

H. ☐ **WATER SUBMETERS:** The Property contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage. Effective January 1, 2018, Owner agrees to comply with Civil Code §§ 1954.201 through 1954.219 and authorizes Property Manager to provide the required Water Submeter Addendum (C.A.R. Form WSM).

I. ☒ **CARBON MONOXIDE DETECTORS:** The Premises has a fossil fuel burning heater, appliance, or an attached garage. Landlord has ☐ has not installed carbon monoxide detector devices in accordance with legal requirements.

J. ☒ **SMOKE ALARMS:** Landlord has ☐ has not installed smoke alarm(s) in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor in compliance with legal requirements.

K. **WATER CONSERVING PLUMBING FIXTURES:** The Premises was built prior to January 1, 1994. The Owner has ☐ has not installed water conserving plumbing fixtures (toilets, shower heads, interior faucets, urinals) as per Civil Code section 1101.1 et seq effective as of 1/1/2017 for single family residential properties and 1/1/2019 for multifamily residential properties.

L. **WATER HEATERS:** Water heater has ☐ has not been braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.

M. **PROP. 65 WARNING NOTICE:** Landlord has ☐ has not posted a proposition 65 warning notice on the Property.

8. COMPENSATION:

A. Owner agrees to pay Property Manager fees in the amounts indicated below for:
(1) Management: ***7% of gross collected rent***
(2) Renting or Leasing: ***$500***
(3) Evictions: ***$100 plus attorney and legal fees.***
(4) Preparing Property for rental or lease: ***Included with leasing fee.***
(5) Managing Property during extended periods of vacancy: ***5% of market value for periods extending past 30 days.***
(6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: _____
(7) Other: _____

B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____
_____
_____
If Owner requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.

D. Owner further agrees that:
(1) Property Manager may receive and keep fees and charges from tenants for: **(i)** requesting an assignment of lease or sublease of the Property; **(ii)** processing credit applications; **(iii)** any returned checks and/or (☒ if checked) late payments; and **(iv)** any other services that are not in conflict with this Agreement.
(2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations:
_____
_____.
Property Manager shall disclose to Owner any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.
(3) Other: ***If owner ever decides to sell property, owner will discuss with property manager to list and sell property for competitive rate.***

9. AGENCY RELATIONSHIPS: Property Manager may act, and Owner hereby consents to Property Manager acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to Owner's Property. Owner consents to Property Manager's representation of other owners' properties before, during and after the expiration of this Agreement.

10. NOTICES: Any written notice to Owner or Property Manager required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR ☒ ***Notices may also be sent via email.*** _____.

Owner's Initials (_____) (_____)

EQUAL HOUSING OPPORTUNITY

SAMPLE

Owner Name: ***SAMPLE AGREEMENT*** Date: _____

11. DISPUTE RESOLUTION:

A. MEDIATION: Owner and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 11B.**

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. ADVISORY: If Owner and Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

12. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

13. ATTORNEY FEES: In any action, proceeding or arbitration between Owner and Property Manager to enforce the compensation provisions of this Agreement, the prevailing Owner or Property Manager shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Property Manager, except as provided in paragraph 11A.

14. ADDITIONAL TERMS: [X] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)***A. Addendum #1 & 2***

15. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner warrants that Owner is the owner of the Property or has the authority to execute this Agreement. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

[ ] REPRESENTATIVE CAPACITY: This Property Management Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-LL). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Owner _____ Date _____

Owner ***SAMPLE AGREEMENT*** _____

Print Name Social Security/Tax ID # (for tax reporting purposes)

Address _____ City _____ State ____ Zip _____

Telephone _____ Fax _____ Email _____

Owner _____ Date _____

Owner _____ _____

Print Name Social Security/Tax ID # (for tax reporting purposes)

Address _____ City _____ State ____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) ***CASADO REAL ESTATE INC.*** DRE Lic. #: ***02092502***

By (Agent) ***CASADO REAL ESTATE INC.*** DRE Lic. #: _____ Date _____

Address ***1 World Trade Ctr, 8th Floor*** City ***Long Beach*** State ***CA*** Zip ***90831***

Telephone ***(562)316-0077*** Fax _____ Email ***daniel@casadorealestate.com***

SAMPLE

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