



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT

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1. PARTIES:

A. The parties to this agreement are:

Owner: Sample Owner

Address: 123 Main St,
 City, State, Zip: Augusta, GA 45125

Hm. Phone: _____ Wk. Ph: _____ Mobile: (713)280-1234

Fax: _____ E-Mail: owner@gmail.com

Additional Phones or Contact Information: _____

Broker: Terra Residential Services, Inc.

Address: 14655 Northwest Freeway, Suite #124

City, State, Zip: Houston, TX 77040-4032

Phone: (713)895-9966

Fax: (713)895-9320

E-Mail: mmengden@terraresidential.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 _____ (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 _____ (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.) 1234 Happy St, Houston, TX 77001

legally described as: LT 1, Blk 2, Houston Subdivision Sec 3

in Harris County, Texas, together with the following non-real-property items: NA

"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: December 1, 2016 Expiration Date: November 30, 2017

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.

- 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 6 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;

- (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:

- (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 2 days, Broker is authorized to contact the person below for the sole purpose of attempting to reestablish contact with Owner.

Name: _____ Phone: _____
Address: _____
E-mail: _____

- 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.

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: _____; 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:

N/A

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;

- 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 \$ **300,000.00** 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 Harris 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 \$ N/A (minimum management fee) or: *(Check one box only.)*
 - ☒ (1) 10.000 % of the gross monthly rents collected that month.
 - ☐ (2) N/AA 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) 100.000 % of one full month's rent to be paid under the lease.
 - ☐ (2) N/A % of the gross rents to be paid under the lease.
 - ☐ (3) N/AThe 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) 20.000 % of one full month's rent to be paid under the renewal or extension.
 - ☐ (2) N/A % of the gross rents to be paid under the renewal or extension.
 - ☐ (3) N/AThe 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

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) N/A % of the total cost of each repair, maintenance, alteration, or redecoration.

☐ (2) N/A .
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 \$ 75. (See 11.I.) 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 60 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) 5or6 % of the sales price.

☐ (b) N/A .
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) N/A .
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 \$75 min/mo + 10% of repairs 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.

(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: per 11.G. Insurance claims (10% of repairs); normal tenant evictions (including first court appearance), disputes, or sec. dep. disputes (\$0).

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) \$ **300 if Vacant**

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(I), 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*): **50.000** % 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*): **50.000** % 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** .

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*): **50.000** % 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*): **50.000** % 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** .

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: **Per paragraph 4.B.(3) Broker will provide statements and other documents in electronic format available on Broker's website through secured Owner portal. Broker will remit funds to Owner via electronic deposit into Owner's bank account.**

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. **W-9, Addendum for Property Information, Authorization Agreement for Direct Credit**

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.**

- D. Broker advises Owner to remove or secure jewelry, prescription drugs, and other valuables.**
- E. The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires the security devices to be rekeyed and the smoke alarms to be tested each time a new tenant occupies the Property.**
- F. Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.**

Terra Residential Services, Inc.

Broker's Printed Name **0413480** License No.

☒ Broker's Signature _____ Date _____
☐ Broker's Associate's Signature, as an authorized agent of
Broker

Michael C. Mengden, Broker

Broker's Associate's Printed Name, if applicable

Sample Owner

Owner's Printed Name

Owner's Signature _____ Date _____

Owner's Printed Name

Owner's Signature _____ Date _____

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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.
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ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES
COMMENCING December 1, 2016

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.) 4567 Boulder Ln, Houston, TX 77033

legally described as: Lt 1, Blk 3, Houston Subdivision Sec 8

in Harris County, Texas, together with the following non-real-property items: N/A

Notes: _____

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: _____

Address (include unit nos.) _____

legally described as: _____

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

Notes: _____

Terra Residential Services, Inc.

Broker's Printed Name

By: _____

Broker's Associate's Signature _____ Date

Michael C. Mengden President

Sample Owner

Owner

By: _____

_____ Date

Owner

By: _____

_____ Date



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.

Terra Residential Services Inc.

Licensed Broker/Broker Firm Name or Primary Assumed Business Name

413480

License No.

mmengden@terraresidential.com

Email

(713)895-9966

Phone

Michael C. Mengden

Designated Broker of Firm

305902

License No.

mmengden@terraresidential.com

Email

(713)895-9966

Phone

Michael C. Mengden

Licensed Supervisor of Sales Agent/Associate

305902

License No.

mmengden@terraresidential.com

Email

(713)895-9966

Phone

Demo Agent

Sales Agent/Associate's Name

435455

License No.

dagent@terraresidential.com

Email

(713)895-9966

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

IABS 1-0

Terra Residential Services, Inc., 14655 Northwest Fwy Ste 124 Houston, TX 77040
Michael Mengden

Phone: (713) 895-9966 Fax: (713) 895-9320
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

1234 Happy St



TEXAS ASSOCIATION OF REALTORS®
**OWNER'S NOTICE CONCERNING CONDITION OF PROPERTY
 UNDER PROPERTY MANAGEMENT AGREEMENT**

©Texas Association of REALTORS®, Inc. 2004

CONCERNING THE PROPERTY AT _____

**1234 Happy St
 Houston, TX 77001**

OWNER IS TO COMPLETE THIS FORM TO THE BEST OF THE OWNER'S KNOWLEDGE. THIS NOTICE IS NOT A WARRANTY OF ANY KIND.

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

| Item | Y | N | U | Additional Information |
|---------------------------------|---|---|---|---|
| Central A/C | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____ |
| Wall/Window AC Units | | | | number of units: _____ |
| Evaporative Coolers | | | | number of units: _____ |
| Central Heat | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____ |
| Other Heat | | | | if yes describe: _____ |
| Fireplace & Chimney | | | | <input type="checkbox"/> woodburning _____ (no.) <input type="checkbox"/> mock _____ (no.) <input type="checkbox"/> other: _____ |
| Gas Logs in Fireplace | | | | |
| Ceiling Fans | | | | number of units: _____ |
| Carport | | | | <input type="checkbox"/> attached <input type="checkbox"/> not attached |
| Garage | | | | <input type="checkbox"/> attached <input type="checkbox"/> not attached |
| Garage Door Openers | | | | number of units: _____ number of remotes: _____ |
| Fences | | | | <input type="checkbox"/> wood <input type="checkbox"/> chain-link <input type="checkbox"/> other |
| Patio/Decking | | | | describe: _____ |
| Outdoor Grill | | | | location: _____ |
| Hot Tub/Spa | | | | |
| Pool | | | | <input type="checkbox"/> in-ground <input type="checkbox"/> above ground / heater: <input type="checkbox"/> yes <input type="checkbox"/> no |
| Underground Lawn Sprinkler | | | | <input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____ |
| Septic / On-Site Sewer Facility | | | | if yes, attach Information About On-Site Sewer Facility (TAR-1407) |
| Water Heater | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____ |
| Water Softener | | | | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____ |
| Washer/Dryer Hookups | | | | dryer hookups are: <input type="checkbox"/> gas <input type="checkbox"/> electric |
| Washer | | | | |
| Dryer | | | | |
| Sauna | | | | |
| Alarm System | | | | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____ |
| Smoke Alarms | | | | number of units: _____ |
| Kitchen Equipment | | | | <input type="checkbox"/> range-oven combo. <input type="checkbox"/> cooktop <input type="checkbox"/> oven <input type="checkbox"/> microwave <input type="checkbox"/> dishwasher <input type="checkbox"/> disposer <input type="checkbox"/> hood fan <input type="checkbox"/> trash compactor <input type="checkbox"/> refrigerator <input type="checkbox"/> other: _____ |

Section 2. Are you aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ yes ☐ no If yes, explain (attach additional sheets if necessary): _____

Note: Unless instructed otherwise, items in the Property will be repaired in accordance with the repair provisions in the lease that the Broker negotiates for the Owner.

(TAR-2206) 8-26-04

Terra Residential Services, Inc., 14655 Northwest Fwy Ste 124 Houston, TX 77040
 Michael Mengden

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

Phone: (713) 895-9966

Fax: (713) 895-9320

Page 1 of 2

Sample

Concerning the Property at _____

Section 3. Are you aware of any of the following?

Y N

☐ ☐

Owners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Address: _____

Describe the common areas or facilities (pool, tennis courts, greenbelts, etc.): _____

Are there any user fees for the common facilities? ☐ yes ☐ no If yes, describe: _____

Name and contact information of any other association to which the Property is subject: _____

☐ ☐

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☐

Any lawsuits or other legal proceedings directly or indirectly affecting the Property.

☐ ☐

Any condition on the Property which materially affects the health or safety of an individual.

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

Section 4. Other Information.

(1) Water to the Property is supplied by: ☐ city ☐ MUD ☐ WCID ☐ co-op ☐ well (location: _____)

(2) The type of roof on the Property is: ☐ composition shingle ☐ wood shingle ☐ flat (tar & gravel) ☐ metal
☐ other _____ Approx. Age: _____ years

(3) If the Property is a condominium or townhome, describe parking spaces (numbers, if assigned, location): _____

(4) Describe the location and number of the mailbox: _____

(5) Provide any alarm codes, garage door codes, access codes, gate codes, common facility codes: _____

(6) Describe the location of:
heating & cooling filters: _____ filter size(s): _____

electrical breakers: _____

water shut-off valve: _____ gas shut-off valve: _____

(7) There ☐ are ☐ are not written warranties in effect for the Property or any appliances. Attach copies.

(8) Provide the names and phone numbers of the current providers to the Property:

Electricity: _____ Ph: _____

Gas: _____ Ph: _____

Water & Sewer: _____ Ph: _____

Telephone: _____ Ph: _____

Cable: _____ Ph: _____

Garbage: _____ Ph: _____

Pool Service: _____ Ph: _____

Alarm: _____ Ph: _____

Landscaping: _____ Ph: _____

Signature of Owner

Date

Signature of Owner

Date

Sample Owner



TEXAS ASSOCIATION OF REALTORS®
**OWNER'S NOTICE CONCERNING CONDITION OF PROPERTY
 UNDER PROPERTY MANAGEMENT AGREEMENT**

©Texas Association of REALTORS®, Inc. 2004

CONCERNING THE PROPERTY AT _____

**4567 Boulder Ln
 Houston, TX 77033**

OWNER IS TO COMPLETE THIS FORM TO THE BEST OF THE OWNER'S KNOWLEDGE. THIS NOTICE IS NOT A WARRANTY OF ANY KIND.

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

| Item | Y | N | U | Additional Information |
|---------------------------------|---|---|---|---|
| Central A/C | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____ |
| Wall/Window AC Units | | | | number of units: _____ |
| Evaporative Coolers | | | | number of units: _____ |
| Central Heat | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> heat pump number of units: _____ |
| Other Heat | | | | if yes describe: _____ |
| Fireplace & Chimney | | | | <input type="checkbox"/> woodburning _____ (no.) <input type="checkbox"/> mock _____ (no.) <input type="checkbox"/> other: _____ |
| Gas Logs in Fireplace | | | | |
| Ceiling Fans | | | | number of units: _____ |
| Carport | | | | <input type="checkbox"/> attached <input type="checkbox"/> not attached |
| Garage | | | | <input type="checkbox"/> attached <input type="checkbox"/> not attached |
| Garage Door Openers | | | | number of units: _____ number of remotes: _____ |
| Fences | | | | <input type="checkbox"/> wood <input type="checkbox"/> chain-link <input type="checkbox"/> other |
| Patio/Decking | | | | describe: _____ |
| Outdoor Grill | | | | location: _____ |
| Hot Tub/Spa | | | | |
| Pool | | | | <input type="checkbox"/> in-ground <input type="checkbox"/> above ground / heater: <input type="checkbox"/> yes <input type="checkbox"/> no |
| Underground Lawn Sprinkler | | | | <input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____ |
| Septic / On-Site Sewer Facility | | | | if yes, attach Information About On-Site Sewer Facility (TAR-1407) |
| Water Heater | | | | <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____ |
| Water Softener | | | | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____ |
| Washer/Dryer Hookups | | | | dryer hookups are: <input type="checkbox"/> gas <input type="checkbox"/> electric |
| Washer | | | | |
| Dryer | | | | |
| Sauna | | | | |
| Alarm System | | | | <input type="checkbox"/> owned <input type="checkbox"/> leased from _____ |
| Smoke Alarms | | | | number of units: _____ |
| Kitchen Equipment | | | | <input type="checkbox"/> range-oven combo. <input type="checkbox"/> cooktop <input type="checkbox"/> oven <input type="checkbox"/> microwave <input type="checkbox"/> dishwasher <input type="checkbox"/> disposer <input type="checkbox"/> hood fan <input type="checkbox"/> trash compactor <input type="checkbox"/> refrigerator <input type="checkbox"/> other: _____ |

Section 2. Are you aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ yes ☐ no If yes, explain (attach additional sheets if necessary): _____

Note: Unless instructed otherwise, items in the Property will be repaired in accordance with the repair provisions in the lease that the Broker negotiates for the Owner.

Concerning the Property at _____

4567 Boulder Ln
Houston, TX 77033

Section 3. Are you aware of any of the following?

Y N

☐ ☐

Owners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Address: _____

Describe the common areas or facilities (pool, tennis courts, greenbelts, etc.): _____

Are there any user fees for the common facilities? ☐ yes ☐ no If yes, describe: _____

Name and contact information of any other association to which the Property is subject: _____

☐ ☐

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☐

Any lawsuits or other legal proceedings directly or indirectly affecting the Property.

☐ ☐

Any condition on the Property which materially affects the health or safety of an individual.

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

Section 4. Other Information.

(1) Water to the Property is supplied by: ☐ city ☐ MUD ☐ WCID ☐ co-op ☐ well (location: _____)

(2) The type of roof on the Property is: ☐ composition shingle ☐ wood shingle ☐ flat (tar & gravel) ☐ metal
☐ other _____ Approx. Age: _____ years

(3) If the Property is a condominium or townhome, describe parking spaces (numbers, if assigned, location): _____

(4) Describe the location and number of the mailbox: _____

(5) Provide any alarm codes, garage door codes, access codes, gate codes, common facility codes: _____

(6) Describe the location of:
heating & cooling filters: _____ filter size(s): _____

electrical breakers: _____

water shut-off valve: _____ gas shut-off valve: _____

(7) There ☐ are ☐ are not written warranties in effect for the Property or any appliances. Attach copies.

(8) Provide the names and phone numbers of the current providers to the Property:

Electricity: _____ Ph: _____

Gas: _____ Ph: _____

Water & Sewer: _____ Ph: _____

Telephone: _____ Ph: _____

Cable: _____ Ph: _____

Garbage: _____ Ph: _____

Pool Service: _____ Ph: _____

Alarm: _____ Ph: _____

Landscaping: _____ Ph: _____

Signature of Owner

Date

Signature of Owner

Date

Sample Owner



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 1234 Happy St, Houston, TX 77001

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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

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.

Landlord
Sample Owner

Date

Tenant

Date

Landlord

Date

Tenant

Date

Listing Broker/Agent or Property Manager
Michael C. Mengden President TRS

Date

Tenant

Date

Other Broker/Agent

Date

Tenant

Date



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 4567 Boulder Ln, Houston, TX 77033

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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

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.

Landlord
Sample Owner

Date

Tenant

Date

Landlord

Date

Tenant

Date

Listing Broker/Agent or Property Manager
Michael C. Mengden President TRS

Date

Tenant

Date

Other Broker/Agent

Date

Tenant

Date



TEXAS ASSOCIATION OF REALTORS®
**ADDENDUM FOR AUTHORIZATION TO ACT FOR OWNER BEFORE
 OWNERS' ASSOCIATION**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2014

ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES

CONCERNING THE PROPERTY AT 1234 Happy St
Houston, TX 77001

A. Ownership of the above-referenced Property entitles Owner to membership in the _____ (Association).

The contact information of the manager for the Association is _____

 _____.

B. Owner will provide Broker copies of all Association documents in Owners' possession.

C. Owner grants to Broker the sole and exclusive right and authority to act on Owner's behalf and appoints Broker as Owner's attorney-in-fact to act as Owner's agent in all matters dealing with or in any way connected with the Association relating to the above-referenced Property, including but not limited to, the right to:

- (1) negotiate agreements;
- (2) request and receive from the Association, its officers, directors, or management all information, accounting, and documents to which Owner may be entitled;
- (3) vote in person or by proxy on all matters that may arise affecting the Property related to the Association;
- (4) instruct the Association where to send notices and correspondence (including instructions to send notices to the Owner at Owner's address or to broker or to both), which as of this date, Owner instructs Association to send notices and correspondence to: Terra Residential Services, Inc., 14655 Northwest Frwy. Suite 124, Houston, TX 77040; and
- (5) advise the Association of this agreement and of any lease of the Property.

Except as expressly provided, this addendum does not obligate Broker to attend Association meetings.

D. Owner is responsible for payment of all mandatory assessments or fees payable to the Association.

- ☐ (1) Owner will remit any fees or assessments payable to the Association.
- ☒ (2) Broker will remit any fees or assessments payable to the Association from funds Broker receives in trust for Owner.

E. Special Provisions:

Terra Residential Services, Inc.

Broker's Printed Name _____ Date _____

By: _____

Broker's Associate's Signature
Michael C. Mengden President

Owner **Sample Owner** _____ Date _____

By: _____

Owner _____ Date _____

By: _____



TEXAS ASSOCIATION OF REALTORS®
**ADDENDUM FOR AUTHORIZATION TO ACT FOR OWNER BEFORE
 OWNERS' ASSOCIATION**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES

CONCERNING THE PROPERTY AT 4567 Boulder Ln
Houston, TX 77033

A. Ownership of the above-referenced Property entitles Owner to membership in the _____ (Association).

The contact information of the manager for the Association is _____

 _____.

B. Owner will provide Broker copies of all Association documents in Owners' possession.

C. Owner grants to Broker the sole and exclusive right and authority to act on Owner's behalf and appoints Broker as Owner's attorney-in-fact to act as Owner's agent in all matters dealing with or in any way connected with the Association relating to the above-referenced Property, including but not limited to, the right to:

- (1) negotiate agreements;
- (2) request and receive from the Association, its officers, directors, or management all information, accounting, and documents to which Owner may be entitled;
- (3) vote in person or by proxy on all matters that may arise affecting the Property related to the Association;
- (4) instruct the Association where to send notices and correspondence (including instructions to send notices to the Owner at Owner's address or to broker or to both), which as of this date, Owner instructs Association to send notices and correspondence to: Terra Residential Services, Inc., 14655 Northwest Frwy. Suite 124, Houston, TX 77040; and
- (5) advise the Association of this agreement and of any lease of the Property.

Except as expressly provided, this addendum does not obligate Broker to attend Association meetings.

D. Owner is responsible for payment of all mandatory assessments or fees payable to the Association.

- ☐ (1) Owner will remit any fees or assessments payable to the Association.
- ☒ (2) Broker will remit any fees or assessments payable to the Association from funds Broker receives in trust for Owner.

E. Special Provisions:

Terra Residential Services, Inc.

Broker's Printed Name _____ Date _____

By: _____

Broker's Associate's Signature
Michael C. Mengden President

Owner **Sample Owner** _____ Date _____

By: _____

Owner _____ Date _____

By: _____

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. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. 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.) | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 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.

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.

| | |
|--------------------------------|----------------------|
| Social security number | |
| <input type="text"/> | <input type="text"/> |
| or | |
| Employer identification number | |
| <input type="text"/> | <input type="text"/> |

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.

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

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.

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.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TERRA RESIDENTIAL SERVICES, INC. CRMC®

terraresidential.com

14655 Northwest Freeway, Suite 124, Houston, TX 77040 713.895.9966 Fax 713.895.9320

*Houston's only Certified Residential Management Company
Specializing in Investment Brokerage and Management Since 1990*

ADDENDUM FOR PROPERTY INFORMATION

Property address: _____

Home Owner's Assoc. ☐ N/A, None. Bills are due ☐ Annually, ☐ Monthly ☐ Other _____

If the dues are annually, Broker will pay those from Owner available funds. Annual dues are typically paid within the month due i.e. if due by January 31 Broker will typically pay before January 10. If the dues are paid monthly, unless already discussed, they will continue to be paid by Owner.

Insurance Company. _____

(Please include Insurance Company name, Policy #, Agent name, address, and telephone number)

Please attach or send a copy of the Declaration Pages (usually the first two or three pages) of your landlord, rental, hazard and/or liability insurance policies. These pages will show the main terms of the policy, deductibles, claim telephone numbers, etc. that Broker needs to verify proper insurance and will need if it becomes necessary for Broker to file a claim. **Please note that Broker cannot begin property management without this copy.** If not already done, the policy may need to be changed from a homeowner's to a landlord or rental policy before a tenant moves in. It will need to be updated to add Broker as a co-insured or additional insured. Insurance premiums are to be paid by: ☐ Mortgage Company ☐ Owner. Should Owner not be able to provide evidence of adding Broker as a co-insured or additional insured, Broker needs to be added as an additional interest so Broker receives a copy of the policy each year from the insurer. If Broker cannot be or is not named as a co-insured or additional insured, the property will be added to Broker's umbrella liability policy and Owner will be assessed a nominal fee (typically in the range of \$25 per year). Many insurance companies are not familiar with these types of policies, so if Owner needs assistance Broker can communicate with the insurance company (with Owner permission); or Broker has provide qualified insurance brokers to Owner.

Mortgage Company: _____ ☐ N/A, No loan

Due to representations made in the management agreement and any existing or future lease on the Property Broker requires a copy of a current mortgage statement or other evidence proving that the mortgage is current as of the commencement date of the management agreement. **Please note that Broker cannot begin property management without this copy.** There ☐ is ☐ is not an escrow account associated with the mortgage that includes reserves for: ☐ Taxes, ☐ Insurance, ☐ HOA Dues.

Property Taxes: Bills are to be paid by: ☐ Mortgage Company, ☐ Owner.

Utilities and Yard Care: On most leases tenants are responsible for all utilities and yard care during the term of the lease. Please list any utility/yard care that is not to be tenant paid and who it will be paid by: ☐ HOA Dues, ☐ Owner, ☐ Broker

If the property is or will be vacant at start of management, utilities/yard care will be provided by the following until the property is leased at which time they will be transferred to tenant or the above: ☐ HOA Dues, ☐ Owner, ☐ Broker

Pets and Service/Assistance Animals

Broker highly recommends that Owner accept pets on a case by case basis with proper documentation and deposits. The majority of tenants renting homes have pets, and owners that do not allow pets have their homes remain unrented and on the market substantially longer than homes that do allow pets. Broker will require proper documentation and adequate deposits; and will follow all applicable laws and restrictions regarding numbers and size of pets allowed. Broker will not approve aggressive dog breeds and sizes that would commonly be restricted by insurance policies. Owner understands that even if they restrict pets; service/assistance animals are not pets and are allowed per federal law. Broker will follow all applicable laws and standard verification methods to determine if any considered service/assistance animal would be allowed. If allowed, there will be no Pet Agreement signed, no pet deposit collected, no pet fees or pet rent. Any damages caused by the service/assistance animal could be deducted from the Tenant's deposit just like any other damage. Please discuss with Broker if there are any questions or if Owner plans to add restrictions before checking that option. Pets are: ☐ Allowed, ☐ Not Allowed, ☐ Allowed with the following restrictions:

Pools and Spas: Property ☐ does, ☐ does not have a pool and/or outdoor spa. Broker notifies Owner that Broker will not manage a property with a pool without having a professional pool service company responsible for pool maintenance. There are too many issues and liabilities related to pools that the typical tenant is not prepared to handle and Broker is not willing to accept. Most properties will list for higher rent that includes pool service and will subsequently rent faster with that pool service included. If Owner is moving and has been taking care of the pool by themselves, Broker has pool companies available that can recommended and hired on Owner's behalf. If Owner has a current pool service, Broker can sign that company up on the preferred vendor list and take over contact and payment.

Existing pool Company, if any: _____

Initial Property Visit, the Texas Property Code and your Rental Home:

The Texas Property Code controls the operation of a rental home in the state of Texas. There are certain items that must be present in a rental home that may not be present in an owner occupied property. Some of these code items are different from builders' codes so even new homes may not be in compliance. Many times individual landlords or even some property managers are ignorant of these laws. Therefore Broker's company policy dictates that upon signing a new property management account (whether the property will be a first time rental or a transfer from another manager); Broker will visit the property to determine the existing condition of the home including these mandatory items, and will also provide a good indicator of any needed maintenance or other concerns. Broker will be taking multiple pictures of the home, both inside and out.

The mandatory checks in the visits concern security devices and smoke alarms. All rental properties need to have working locks on all windows, and extra locks, typically referred to as keyless deadbolts, on every exterior door (or pinlocks for sliding glass doors). The property also must be rekeyed during any turnover (whether that is between tenants or between the owner moving out and the first tenant moving in). If these items are needed, Broker will contact a licensed locksmith that will perform the needed work at Owner expense and that will provide an invoice that the property is compliant. On a typical home with 3 exterior doors (and only if needed) rekeying should be in the neighborhood of \$75 - \$100 and adding the extra locks should be in the neighborhood of \$50 per door. The second item is that all Texas rental properties must have a sufficient number of smoke alarms, including one in each bedroom. Landlords are required to periodically inspect these. The locksmith company will smoke test all existing alarms to insure compliance. Missing or non-working alarms will be replaced. Most recently built homes generally will already have a sufficient number of smoke alarms and should not need any more alarms installed.

If the property is or will be vacant at start of management and is "rent ready" there is no set up or initial fees owed to get the property on the market for rent. If the property is not "rent ready" and needs repairs or other activities to be performed by Broker prior to placing the first tenant, Broker may charge an upfront coordinator fee for contracting and/or overseeing these activities. Broker and Owner will discuss any such potential fees after Broker visits the property and before any work is performed.

Periodic Property Visits:

To accomplish the periodic mandatory checks for proper security devices and smoke alarms and the necessity to view the property, Broker will contract with a professional and unbiased third party company that provides these services. This company will determine the existing condition of the home including these mandatory items, and will also provide a good indicator of any needed maintenance or other concerns. They will be taking multiple pictures of the home, both inside and out. The report will be uploaded to Owner's online portal and any items requiring repairs will either be addressed or discussed with Owner. The fee will be charged to Owner's account (currently this is under \$100). Broker will typically attempt to schedule this once a year around the time for the renewal of the tenant's lease. This will assist Broker and Owner in determining how the tenant is maintaining the property and if there are any issues to be addressed.

Significant repairs made or needed over the past few years: _____

Builder or Home Warranty: _____ ☐ N/A, None

(Please include Warranty Company or Builder Name, Policy # (if any), address, and telephone number)

If the property is covered by the builder warranty for a newer home, or another type of home warranty typically obtained at the purchase, Broker MUST be informed of this and have the contact information by the time the management agreement is executed. Owner understands that due to tenancy laws in the state of Texas, some repairs will need to be completed sooner than the warranty allows which means that Broker cannot use the warranty for those types of repairs. As an example, many emergency type items must be repaired before 7 days per state law, but the warranty companies can take up to 21 days. Owner will be responsible for any renewal or extension of any warranty.

Anything additional thought to be of importance to Broker (if in doubt, include it):

Please attach any copies of documents requested above, significant repair bills/bids, or any other documents considered to be helpful to Broker. If in doubt, send it.

Broker: Terra Residential Services, Inc. CRMC®

Owner's Signature Date

By: _____
Michael C. Mengden, President Date

Owner's Signature Date

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terraresidential.com

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*Houston's only Certified Residential Management Company
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ADDENDUM FOR TENANT INFORMATION

Property address: _____

Tenant Information: ☐ N/A, Vacant

Names(s): _____

Mailing Address: _____

Telephone Numbers: Home: _____

Work: _____

Move-In Date: _____ Lease Expiration: _____

Monthly Rent Amount: Original \$ _____ Current \$ _____

Deposit: \$ _____ Pet Deposit: \$ _____ Held By: ☐ Owner* ☐ Previous Management Company*

*If the deposits are held by Owner and/or forwarded to Owner from the previous manager, please forward those to Broker as per the Management Agreement. Some managers will transfer the deposits directly to Broker; some will only send the deposits to Owner.

Broker will need copies of any existing lease, applications, move in inventories, and/or tenant ledger (payment history).

If there is a current HHAP, HUD or other rent assisted tenant currently living in the property, Owner is hereby informed that Broker will charge \$200 to prepare and transfer the paperwork from the previous manager. This process will typically take 3 months due to the government entities involved. Broker will manage this tenant during the existing lease or any lease extension, but upon move out will not replace the tenant with a tenant under a similar program.

Any outstanding balance and explanation: If any transferring tenant is currently delinquent and Broker must file court proceedings before the tenant pays or if Broker needs to physically evict the tenant, Owner will be charged \$200 as a one time fee plus court costs. This fee does not apply to any tenant that becomes delinquent after commencement of the management agreement.

Any outstanding balance and explanation:

Anything additional thought to be of importance to Broker (if in doubt, include it):

Broker: Terra Residential Services, Inc. CRMC®

Owner's Signature _____ Date _____

By: _____
Michael C. Mengden, President Date _____

Owner's Signature _____ Date _____

AUTHORIZATION AGREEMENT FOR ACH DIRECT CREDIT

I hereby authorize TERRA RESIDENTIAL SERVICES, INC., hereinafter called Company, to initiate ACH credit entries to my (our) account indicated below at the depository named below, hereinafter called Depository.

☐ New Authorization

☐ Change to existing Authorization

Name on Account _____

Bank Name: _____

City/St: _____ Zip: _____

Transit Routing No. (ABA): _____

Account No.: _____

Type of Account: ☐ Checking ☐ Savings

This authority will remain in full force and effect until Company has received notification from the undersigned (or either of them, if more than one), in writing, in such time and such manner as to afford Company and Depository a reasonable time to act on it.

Name

Name

Social Security or Tax I.D. Number

Social Security or Tax I.D. Number

Signature

Signature

Date

Date

Instructions: Please complete the above requested information. **Name on Account** should be identical to the records at your Bank. The **Transit Routing No. (ABA)** is at the bottom of your check, along with the check number, and the account number. Please attach a copy of one of your checks, or a voided check (not a deposit slip). Sign and date. You may return it via FAX to (713) 895-9320, scanned and emailed to notice@terraresidential.com or mailed to 14655 Northwest Freeway, Suite 124, Houston, TX 77040-4032. It will take approximately 2-3 weeks to activate this service after receipt of this Authorization.

OFFICE USE ONLY

Client Code: _____

NetStar Set Up: _____

PROMAS Adv. Sch. ACH Dist. Set Up: _____

PreNote Date: _____