



RNB PROPERTY MANAGEMENT, INC.

FORM
O-RUA

5/1/10

RENT-UP AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
(PLEASE READ CAREFULLY)

This *Express Rent-Up Agreement and Authorization* (this "Agreement") is made this _____ day of _____, 20____ by and between RNB PROPERTY MANAGEMENT, INC. ("Agent") and the undersigned person identified herein as "Owner" with respect to the following facts.

FACTS

I. Owner represents to have the authority to execute this Agreement with respect to the Property (as described below) as: (*Check One*)

- Owner, Landlord, Lessor, or Sub-lessor: _____
 - Assignee (Name of Assignor): _____
 - Trustee (Formal Name of Trust): _____
 - Receiver (Name of Receivership): _____
 - Conservator (Name of Conservatorship): _____
 - General Partner of general or limited partnership (Name of Partnership): _____
 - President/CEO of a corporation (Name of Corporation): _____
 - Officer of a Corporation (Name of Corporation): _____
- Authority given by (*Circle One*): Resolution of Board of Directors, by-laws, custom [with Board of Director knowledge]
- Other (Important Details): _____

II. The Property that is the subject of this Agreement is commonly known as:

Street Address: _____

City, State, and Zip: _____

III. Agent is a duly licensed real estate broker under the laws of the State of California and engages in the business of managing, operating, and maintaining property similar to the Property. Agent's broker's license number is 00759864.

IV. Owner desires to engage and appoint Agent as its **exclusive** managing agent for the Rent-Up of the Property and Agent desires to accept such appointment, upon and subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements set forth below, Owner and Agent agree as follows:

TERMS

1. **APPOINTMENT:** Owner hereby appoints and grants Agent the exclusive right to perform Rent-Up services in arranging the lease or month-to-month rental agreement between Owner and tenant for the Property as described herein. Agent accepts the appointment and grant and agrees to use due diligence in the performance of this Agreement.
2. **TERM:** This Agreement shall commence on (date) _____ and continue until (date) _____ ("Initial Term"), unless terminated for reasons described in Section 7 of this Agreement or any other legally permissible reason.

____ (*Optional Check Here*) After the expiration of the Initial Term, the Agreement will automatically be renewed for a length of time equal to the Initial Term, unless either party provides written notice of termination to the other party thirty (30) days before the expiration of the Term or Agent completes the Rent-Up services.
3. **OTHER PROPERTIES; OTHER TENANTS:** Owner recognizes that Agent may have or obtain property management agreements and rent-up agreements on other properties that potential tenants may consider, make offers on, or lease through Agent, that are the same or similar to Owner's Property. Owner consents to Agent's representation of other owners' properties before, during, and after the expiration of this Agreement. Owner further consents to Agent acting as dual agent for Owner and tenant(s) in any transaction.

Owner's Initials () () Agent's Initials ()



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4. AGENT AUTHORITY AND POWERS: Owner grants Agent the following authority and power, at the Owner's expense, to:

- A. ADVERTISING:** Advertise the availability of the Property, or any part thereof, for rental or lease and display Agent's FOR RENT signs on the Property. Agent will use information provided by tax and other public records to accurately advertise the property unless Owner provides documentation from a reliable third party. Agent will not misrepresent or omit known information in an attempt to mislead a prospective resident and will not advertise a room as a bedroom unless the room has a functional closet, window, and door of entry. Advertising will be conducted according to the standards of the Department of Real Estate and Agent's firm.
- B. RENTAL; LEASING:** Initiate, sign, modify, terminate or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits.
Rent shall be: \$ _____ per month unless Owner authorizes a lower or higher amount.
- C. CONTRACTS:** Hire, supervise, contract and/or discharge any employees or persons, including utilities, required for the operation and maintenance of the Property during the Rent-Up period. Agent may perform any of the Agent's duties through attorneys, agents, employees, or independent contractors and except for persons working in Agent's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or cost of same. Owner will be billed at bid prices or at hourly rates. Owner may opt to use his/her/its own vendors provided they carry adequate insurance and licenses to perform the service.
- D. SERVICES:** Make contracts for electricity, gas, fuel, water, sewer, landscaping, telephone, window cleaning, trash-hauling and other services as Agent deems advisable. Owner agrees to immediately assume the obligation of any contract so entered into at the termination of this agreement.
- E. REPAIR AND MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property, including the purchase of supplies and payment for services. Agent shall have the discretion to use Agent's own staff and companies to perform the repair and maintenance functions on the Property during the Rent-Up Term. Agent shall obtain prior approval from Owner for all expenditures over \$ _____ for any one item. Prior approval shall not be required for monthly or recurring operation charges or, if in Agent's opinion, emergency expenditures over the maximum are needed to protect the Property from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code 1941 and 1941.1 and Health and Safety Code 17920.3 and 17920.10. Agent's decision will be without liability except for willful misconduct or recklessness. **Agent is not responsible for resident damage to property.**
- F. EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Agent. Anticipated expenses include, but are not limited to: Rent-Up compensation, fees and charges, costs of goods and services, and utilities. **Agent shall not advance, and will not be required to advance, Agent's own funds in connection with the Property or this Agreement.** Any expenses or costs in excess of the amount held by Agent on behalf of Owner shall be immediately provided to Agent upon request.
- G. SECURITY DEPOSITS:** Receive security deposits from tenants, which deposits shall be placed in Agent's non-interest bearing trust account.
- H. TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, with a national or state financial institution qualified in banking or trust, separate from Agent's personal accounts. Agent shall not be held liable in event of bankruptcy or failure of a depository.
- I. OWNER STATEMENTS:** Render Rent-Up statement of receipts, expenses and charges for each Property Rent-Up.
- J. DISBURSEMENTS:** Disburse Owner's funds held in Agent's trust account in the following order:
 - (1) Compensation due Agent.
 - (2) All other operating expenses, costs, and disbursements payable from Owner's funds held by Agent.
 - (3) Security deposits held by Agent.
 - (4) Balance to Owner.
- K. LOCK BOX; REKEY:** Use a lockbox or key safe to allow Agent entry into the Property in times when the Property is vacant. In addition, Agent is authorized to Rekey the Property during the turnover period between residents. Owner may opt to use his/her/its own vendors or self to perform this service if advanced notice is given to Agent.

Owner's Initials () () Agent's Initials ()



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5. OWNER RESPONSIBILITIES: Owner shall have the following responsibilities in connection with the Property and the agency relationship with Agent.

A. RENT-UP SERVICES: Owner shall pay Agent compensation in the amount of 50% of one months' rent under Section 4B or \$600, whichever is greater, for the services in arranging the lease or month-to-month rental agreement for a single family home or any one unit in a multi-unit development. These Rent-Up services **without** Management include the following:

- | | |
|---|---|
| 1. Property Signage – One Agent For Rent Sign | 8. Lease Signing & Negotiating with Owner |
| 2. Color Flyers – One Flyer Box | 9. Digital Move-In Inspection |
| 3. Property Profile Webpage – www.RNB2day.com | |
| 4. Virtual Tour | |
| 5. Craigslist.org Ad | |
| 6. Unlimited Tenant Showings | |
| 7. Tenant Screening | |

B. MAINTENANCE AND REPAIR COORDINATING SERVICES: Owner shall pay Agent a one-time **coordination fee of \$100** for arranging any of the following normal maintenance and repair coordinating services: House Cleaning, Carpet Cleaning, Locksmith Service, Painting, Electrical Repair, Roof Repair, Plumbing Repair, Flooring Repair, HVAC Repair, Landscape Clean-Up and Repair, and Handyman services less than or equal to \$500. This fee is waived if Owner signs up for Management.

C. SPECIAL REQUESTS; COORDINATIONS; INSPECTIONS: If Owner requests Agent to perform services not included in this Agreement, Owner agrees to pay Agent \$25 per hour for each special request or a 7% coordination fee depending upon the agreed services. Agent reserves the right to refuse any special request or coordination service. If Agent conducts a resident move-out inspection during the Rent-Up period, **Owner agrees to pay Agent \$200 for this service.**

D. DOCUMENTATION, RECORDS, DISCLOSURES: Owner shall provide all documentation, records, disclosures as required by law or required by Agent to manage and operate the Property, and agrees to immediately notify Agent if Owner becomes aware of any change in such documentation, records, or disclosures, or any matter affecting the habitability of the Property. If Property is managed by a Home Owners Association (HOA), the Owner must provide Agent with a copy of CCR's Use and Restriction section or equivalent within fourteen (14) days of execution of this contract. **If Owner requests Agent to obtain CCR's then the Owner agrees to pay Agent a fee of \$35 plus any third party charges.**

E. INDEMNIFICATION: Owner shall indemnify, defend, and hold harmless, Agent, and all persons in Agent's firm, regardless of responsibility, from all expenses, suits, liabilities, damages, attorney fees, and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Agent, or any person in Agent's firm, or the performance or exercise of any of the duties, powers, or authorities granted to Agent.

F. HABITABILITY: Owner shall maintain the Property in a condition fit for human habitation as required by Civil Code 1941 and 1941.1 and Health and Safety Code 17930.3 and 17920.10 and other local, state, federal, or other applicable law.

G. INSURANCE: Owner shall carry and pay for: (i) public and premises liability insurance in an amount of no less than \$500,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Agent. Agent shall be, and Owner authorizes Agent to be, named as an additional insured party on Owner's policies. Owner shall provide Agent with a certificate of insurance showing a minimum of \$500,000 liability coverage within fourteen (14) days of execution of this contract.

H. SECURITY DEPOSITS: Owner shall pay all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenant for the return of the security deposit and all interest due on security deposits held by Owner.

I. LATE CHARGES: Owner shall pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Agent's trust account available for such payment.

J. INSUFFICIENT FUNDS: Owner agrees to immediately replace any funds required if there are insufficient funds in Agent's trust account to cover Owner's responsibilities.

Owner's Initials () () Agent's Initials ()



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K. FEES AND CHARGES: Owner shall allow Agent to receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks (NSF); and (iv) any other services that are not in conflict with this Agreement. Agent may perform any of Agent's duties, and obtain necessary products and services without prior disclosure to Owner/Landlord.

L. MANAGEMENT: Owner shall allow Agent to manage property in accordance with all federal, state, city and county housing laws, CCR's, Department of Real Estate standards and Agent's firm's policy and procedures.

6. LEAD-BASED PAINT DISCLOSURE: The Property was constructed (Check One):

- On or after January 1, 1978.
Prior to 1978 (Owner must complete the Lead Based Paint Disclosure Form).

7. TERMINATION OF MANAGEMENT FOR "GOOD CAUSE": Notwithstanding the fact that this Agreement has a Term as defined in Section 2 above, this Agreement may be terminated by Agent if:

- A. Owner has made any misrepresentations of material fact regarding the real property, the tenant, and/or the status of the landlord-tenant relationship, if any; or
B. Owner has been or is not acting in strict conformity with the terms of this Agreement; or
C. Owner fails to authorize or fund repairs required by any city, county, or state law, regulation or ordinance; or
D. Owner engages in any act that is illegal or discriminatory towards the tenant and/or the tenant's guests, visitors, invitees, and/or family members; or
E. Owner fails in any way to cooperate with the Agent in managing this real property; or
F. Owner engages in any activity giving rise to a legal right to termination.

In the event that a right to terminate for good cause arises, Agent may terminate this Agreement by mailing and/or delivering a written 72 hour Notice of Termination of Express Rent-Up Agreement and Authorization to Owner. If such a Notice of Termination of Express Rent-Up Agreement and Authorization is issued to the Owner, the management of the subject property shall be terminated immediately. Said Notice of Termination of Express Rent-Up Agreement and Authorization may be presented to Owner in any form including but not limited to e-mail notification, fax notification, first class mailing, and/or personal delivery upon Owner.

8. CANCELLATION POLICY: In the event Owner cancels contract during the initial 60 day Rent-Up period, the Owner agrees to pay Agent a \$300.00 cancellation fee. This fee is to reimburse the Agent for all fees and costs associated with renting the property, including but not limited to professional rental sign installation/removal, advertising costs, showing of the Property and administrative costs.

9. REPRESENTATIONS: This agreement makes no representations regarding any the following: legal or accounting advice, obtaining income tax, debt collection, counseling, advising on proposed new construction, rehabilitation, fire/water or major damage restoration, modernization, counseling, representation before public agencies, attending Owner's Association meetings, property sales, refinancing, preparing Property for sale or refinancing, or on-site management services.

10. LEGAL COMPLIANCE: The Property is offered in compliance with federal, state and local anti-discrimination laws.

11. SUCCESSORS LIABILITY: This Agreement shall be binding upon the successors of the Agent, and the heirs, administrators, executors, successors and assignees of the Owner.

12. NOTICE: If it shall become necessary to give any written notice to Owner or Agent required under this Agreement, it shall be served by sending such notice by regular mail to that party at the address below.

13. TIME IS OF THE ESSENCE: Time is of the essence for performance of any provision of this Agreement.

14. ATTORNEY FEES: In any action, proceeding, or arbitration between Owner and Agent regarding the obligations under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs from the non-prevailing party.

Owner's Initials () () Agent's Initials ()



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15. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY: This Agreement and its written Addenda, if any, specified herein constitute the entirety of the terms of the Rent-Up Agreement; and supersedes any and all prior or contemporaneous verbal agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the Agent and Owner duties and responsibilities that have been made by either of the parties hereto. No alteration, supplementation, change or modification of this Agreement will be valid unless it is in writing and signed by all parties hereto. If a provision or paragraph of this agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted, and the rest of this agreement remains in effect.

16. REPRESENTATIONS; ACKNOWLEDGEMENTS: Owner represents that Owner is the owner of the Property or has the authority to execute this contract. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

Print Owner Name _____ Date _____

Owner Signature _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

Email _____ Authorization Code (Last four digits of SSN or DL) _____

Print Owner Name _____ Date _____

Owner Signature _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

Email _____ Authorization Code (Last four digits of SSN or DL) _____

RNB Property Management, Inc. (Agent) _____ Date _____

RNB Property Management, Inc. (Agent Signature) _____

Property Manager I.D. _____

**5754 Lonetree Blvd.
Rocklin, CA 95765**

**Office: 916.435.2423
916.435.2424
Fax: 916.435.2425**

Email: Management@RNB2Day.com

**No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
If you desire legal advice, consult your attorney.**