



EXCLUSIVE RIGHT TO LEASE AGREEMENT FINDERS FEE ONLY NON-MANAGEMENT AGREEMENT

530 East McDowell Rd, Suite 107 – 285, Phoenix, AZ 85004
Phone: (602) 814-3888 Fax: (602) 535-3176

This Agreement (“Agreement”) is entered into this _____ day of _____, 20____, between Impero Property Management (“Broker”) and _____ (“Owner”) who agree as follows:

1. Broker shall have the EXCLUSIVE RIGHT TO LEASE the real property described below, including any personal property left on site (“collectively, “Property”) located at: **(see list in addendum A.)**

Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances, or rules. Proof of Ownership attached: (i.e. Deed, Copy of public records or HUD or closing statement and Lead base paint disclosure (if built prior to 1978).

Property is listed for Sale: Yes _____ No _____

Being sold subject to lease term? Yes _____ No _____

If NO, will Lease include a 60 day Notice to Vacate Clause? Yes _____ No _____

2. LEASE TERMS: Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms:

Owner accepts a maximum lease term of TWELVE (12) months at a rent range per month as stated in Addendum A. Except as otherwise provided in any lease, Owner requires and agrees to accept first month’s rent and a security deposit in the amount of ONE MONTH’S RENT, unless otherwise negotiated, prior to tenant’s occupancy. Owner acknowledges and agrees that Broker, as escrow agent, may temporarily deposit the escrow funds in an interest bearing account with a financial institution chosen by Broker, and OWNER will provide a bank account and/or address where the funds will be transferred upon executed lease. Please note each direct deposit transaction is charged a fee of \$2 per transaction.

3. LEASE COMPENSATION:

8% of the gross rental income on leases. Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and shall be payable to Broker in full upon the earlier of (i)the date on which all funds due prior to move-in under the applicable lease have been collected, (ii) the tenant’s lease term has begun, (iii) Owner’s termination of this Agreement, or (iv) Owner’s default under the lease or this Agreement. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any tenant’s performance under any lease. Owner shall pay Broker a non-refundable marketing set-up fee of \$250.00 per property at time of this agreement.

4. LEASE DOCUMENT PREPARATION:

Owner may choose ONE of the following by checking the appropriate box:





a. Broker shall provide Owner with the initial executed lease and any extensions and renewals thereof, prepared by Broker. Yes _____

b. Owner shall provide to Broker all leases, renewals and extensions completed and ready for tenant signature. Yes _____

5. LOCK BOX and RENT READY STATUS:

Owner understands and warrants that Properties as listed in Addendum A will be delivered to Broker in rent ready condition, with marketing photos in jpeg format sent via email, lockbox in place and keys contained therein. Owner acknowledges that a lockbox will permit access to the Property by other MLS Brokers, with or without potential tenants. Owner further acknowledges that from time to time unauthorized persons may gain access to Property using lockboxes and Broker is not insuring Owner or any occupant against theft, loss, or vandalism resulting from any access.

ADDITIONAL TERMS:

A. EFFECTIVE DATE: This Agreement shall become effective on the date last signed or initialed.

B. TERM OF AGREEMENT: Owner hereby grants to Broker the Exclusive Right to Lease the property for a term of _____ months from the Effective Date of the Agreement not to exceed 12 months. Owner and Broker shall have the right to immediately terminate this agreement without cause, upon written notice, at any time. Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Broker under this Agreement. In the event that Owner terminates this Agreement within 120 days of the Effective Date of this Agreement. Owner shall pay Broker a cancellation fee of \$200.00 in addition to any amounts otherwise due under this Agreement.

C. AUTHORITY TO LEASE: Owner agrees to promptly refer to Broker all inquiries concerning the property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases and agrees to accept a lease that satisfies the Broker's criteria. Tenant may not take possession of the Property until a fully executed lease has been delivered to Broker and Owner agrees to execute and return any such lease to Broker by fax or overnight mail within 24 hours of Owner's receipt.

In the event that a prospective tenant places a holding fee with Broker or Owner and Tenant fails to execute a lease or take possession said fee, if retained, shall be disbursed 50% to Owner and 50% to Broker. Broker retains the full right to make any decision on the return or retention of the fee if the applicant demands the deposit return and there is a dispute. Owner acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. Broker will use its best efforts to obtain a tenant. Owner certifies and represents that Owner has the legal authority and capacity to lease the property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

Required Addenda:

(a) Proof of Ownership (i.e. Deed, copy of public records or HUD statement) and

(b) Lead based paint disclosure (if built prior to 1978).

D. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker to: (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the





Property and remove all other such signs including Owner's sign(s) during the term of this Agreement: and (c) place the Property in a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe the Property.

E. SECURITY DEPOSIT AND ADVANCE RENT: Owner shall have full responsibility to collect rents, deposit and hold funds received on behalf of tenant and disburse the security deposit to the tenant in accordance with Arizona Landlord Law. Owner shall indemnify Broker in the event Tenant sues Brokers over a dispute concerning Owner's disposition of the security deposit.

F. TENANT HISTORY: Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all tenant applicants from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all adult tenant applicants over 18 years of age for the property. Owner acknowledges and understands that the Tenant Report (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States, and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor the Broker warrant the completeness or accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form.

G. KEYS AND LOCK BOX: Upon execution of this Agreement, Owner will provide a minimum of 3 sets of keys for each door lock, plus security and pool keys, mailbox keys, garage door openers, marketing photos in jpeg format, gate cards and security passes, if any, and/or Owner will certify said items are in the possession of Owner. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property, if necessary. If a lock box is approved on the property, Owner is advised to secure or remove valuables. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker and persons working through Broker from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Broker harmless from any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.

H. INVENTORY, DAMAGES or MISSING ITEMS: Owner shall provide Tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or negligence of tenant(s), their guests or third parties.

I. CONDITION OF PROPERTY: Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Broker accepts no responsibility for ordering, arranging or coordinating any vendor services or rent collection services. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition, there is no mold, mildew or any water intrusion on the premises and is in compliance with all applicable laws, ordinances and regulations of all government authorities.

J. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES AND ASSESSMENT: If rental unit is a condominium or is governed by a Home Owner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state or local taxes or assessments that are due





or may become due as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association Application forms and a copy of the Rules and Regulations and CC&Rs at time of this agreement.

K. INDEMNIFICATION: Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company, and, if any, affiliates, employees, agents, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to (i) an Owner caused booking conflict or Owner's failure to or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due to Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) any violation of any federal, state, municipal or homeowner's association law, regulation ordinance by Broker, including any claims or losses arising from Broker's negligence except as may be caused by Broker's willful gross negligence or illegal acts as defined by A.R.S. statutes.

L. MEDIATION: OWNER and BROKER agree to mediate any dispute, claim or controversy arising between them regarding the terms of this AGREEMENT, or any resulting transaction, before resorting to arbitration or court action. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

M. ARBITRATION OF DISPUTES: OWNER and BROKER agree that any dispute, claim or controversy arising between them regarding the terms of this AGREEMENT which is not settled by mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive Arizona law. The parties covenant that they will participate in the proceedings in good faith and that they will share equally in its costs including, without limitation, the arbitrator's fees, provided that each party shall bear its own attorneys' fees in connection with any arbitration. The provisions of this paragraph may be enforced by any court of competent jurisdiction, and, in the event that the arbitration process continues through and including final determination of liability in accordance with this provision, the prevailing party shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered. Judgment upon the reward of the arbitrator(s) may be entered in any court of competent jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

N. EXCLUSION FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract; (b) an unlawful detained action; (c) the filing or enforcement of a mechanic's lien; and (d) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the mediation and arbitration provisions hereof.

O. VENUE, JURISDICTION AND GOVERNING LAW: Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located.

P. NON DISCRIMINATION: Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make





unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or handicap.

Q. ENTIRE AND BINDING AGREEMENT: This Agreement, which includes all Addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

R. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.

S. NOTICES: Whenever notice shall or may be given to Broker by Owner, each such notice shall be emailed, faxed or mailed to the Broker's address listed herein or such other address as Broker may designate. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given on Property Worksheet.

T. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9.

U. By signing below, acknowledgment is made by OWNER and BROKER that they have read all the pages of this document, have received a list of services provided, fully understand the provisions of this AGREEMENT and have received a copy of this AGREEMENT. When duly signed by Broker or Broker's agent this agreement becomes binding on all parties.

OWNER

Owner/Entity: _____

Address: _____

City, State Zip: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

SS/EIN #: _____

OWNER Signature: _____

Date: _____

BROKER

Impero Property Management LLC

530 East McDowell Rd, Suite 107 – 285

Phoenix, AZ 85004

Phone: (602) 814-3888 Fax: (602) 535-3176

Douglas Bjotvedt, Designated Broker

Email: doug@imperopm.com

BROKER Signature: _____

Date: _____





Addendum A – Properties Under Management

	Address City State Zip	# Beds	# Baths	Sq Ft	Lease Rate Floor	Lease Rate Ceiling
1					\$	\$
2					\$	\$
3					\$	\$
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
8					\$	\$
9					\$	\$
10					\$	\$
11					\$	\$
12					\$	\$
13					\$	\$
14					\$	\$
15					\$	\$
16					\$	\$
17					\$	\$
18					\$	\$
19					\$	\$
20					\$	\$
21					\$	\$
22					\$	\$
23					\$	\$
24					\$	\$
25					\$	\$

