



**Welcome to Provident Realty & Management!**

By choosing Provident Partners Realty & Management, you can expect a high level of customer service with unprecedented management of your investments.

During our relationship, Provident Partners will act as your representative to manage the daily operation of your property and its tenants. Rest assured that our Provident Partner's staff will care for your property as if it were our own. In order for us to effectively manage your property, please read this packet thoroughly and return all documents so we that we can begin the management process.

**Ogden Office:**

Larry Beddome VP Sales & Leasing, Principal Broker  
 Nelda McClaskey Leasing Agent/Maintenance Coordinator

**Scottsdale Office:**

Patricia Hatton VP Property Management, Account Executive Central Phoenix, West Valley  
 Shanika Shivers Assistant Property Manager/Tenant Relations  
 Ana Cannon Accounts Receivable/ Accounts Payable

Before you send back your signed agreement, make sure you do the following:  
 Read and sign *Agreement* and Addendums in their entirety

- Sign *Property Management Agreement*
- Fill out Addendum C, *Property Intake Form* completely
- Fill out *Owner Information Sheet* completely
- Sign *Authorization to Act on Owners Behalf to Establish Utility Services*
- Fill out and sign *Notification of Residential Rental Property* (1 for each property)
- Fill out and sign W-9 form
- Include any keys and/or garage door openers and a check for **\$425** for annual fee and emergency reserve fund

**Schedule of Fee's**

<input type="checkbox"/> Annual Setup - includes year-end recap and 1099	\$125
<input type="checkbox"/> Monthly Management Fee 9-10% (see contract)	varies
<input type="checkbox"/> Operating Reserve Account	<u>\$300</u>
<b>Total up-front cost:</b>	<b>\$425</b>

We are here to help you with all of your property management needs. Please do not hesitate to call me personally anytime I can answer a question or assist your with your property portfolio.

Sincerely,

Patricia Hatton  
 Vice-President Property Management

Local: 3340 Harrison Blvd. Ogden, UT 84403 Office 801.436.0120 Fax 801.436.0117  
 Corporate: 7830 East Evans Road Scottsdale, AZ 85260 Office 480.314.1414 Fax 480.314.2323  
[www.providentpartnerscompanies.com](http://www.providentpartnerscompanies.com)



**PROPERTY MANAGEMENT AGREEMENT**

This Property Management Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Owner") and, Provident Partners Realty & Management, an Arizona Corporation ("Manager").

**RECITALS**

- A. Manager is in the business of managing, leasing, operating, and maintaining residential rental properties.
- B. Owner owns certain real property in Utah at the location(s) described herein (the "Property").
- C. Owner desires to engage Manager as its exclusive property manager for the property to lease, manage, operate and supervise the maintenance of the Property for and on behalf of Owner, and Manager desires to accept such engagement, all in accordance with the terms and provisions contained herein.

**AGREEMENT**

NOW, *THEREFORE*, in consideration of the foregoing, and in consideration of the mutual terms, covenants, conditions and agreements herein contained, the parties hereto agree as follows:

- 1. Engagement of Manager.** Owner hereby engages and appoints Manager as the sole and exclusive managing agent to lease, manage, operate and supervise the maintenance of the Property and Manager agrees to such engagement and appoints, for and in consideration of the Compensation (described herein) and upon the terms and conditions herein set forth. Manager shall be the exclusive agent for the management of the Property.
- 2. Term.** This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and end on December 31<sup>st</sup>, \_\_\_\_\_ (the "Initial Term"); and in the absence of a notice of termination given in writing by either party within thirty (30) days prior to end of the Initial Term or the end of the then current term, in the event that this Agreement has been renewed ("Renewal Term"), this Agreement shall automatically renew on January 1<sup>st</sup>, for successive one (1) year periods until terminated in accordance with the provisions of this Agreement.
- 3. Termination.** This Agreement shall be terminated and the obligations of the parties hereto shall therefore cease upon thirty (30) days written notice from Owner to Manager of Owner's election to terminate this Agreement, or upon thirty (30) days written notice from Manager to Owner of Manager's election to terminate this Agreement; it being understood that either party may make such election at any time with or without cause. In the event Owner terminates this Agreement prior to the expiration of the Initial Term, Owner agrees to promptly pay Manager a cancellation fee in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00). At termination, Manager shall have the right to pay any amounts due to Manager pursuant to the terms contained herein from any funds held by Manager on behalf of Owner in the Trust Account (as defined herein). Upon termination of this Agreement, Owner may request from Manager (a) all originals or copies of all rental agreements or related documents in Manager's possession for current tenants, including, all tenant contact information on record, property inventories, leases, pet permits, default notices, and lease amendments or addenda; and (b) all building plans, environmental studies, conditions, covenants and restrictions, inspection reports, contracts, keys, warranties, personal property or other documents in the possession of Manager related to the Property. Manager shall submit a final accounting of the Property's financial status as follows: (i) within fourteen (14) days of termination of this Agreement, a list of all tenant security deposits; (ii) within thirty five (35) days of termination of this Agreement, reimburse Owner for all monies remaining in the Trust Account related to the Property, except for monies needed for unpaid obligations incurred during the Term hereof; (iii) within seventy-five (75) days of the termination of this Agreement, a final accounts receivable and payable list and a final Trust Account reconciliation. Manager further agrees to reasonably cooperate with Owner in Owner's transition to another managing agent of the Property. The manager reserves the right to terminate this agreement upon the sale of the property, notice of foreclosure or forfeiture of property.
- 4. Authority to Lease.** Manager is hereby authorized to lease the Property and shall use reasonable efforts to keep the Property rented during the term of this Agreement. In this regard, Manager shall have the authority to (i) investigate references of prospective tenants, (ii) negotiate and execute leases on behalf of Owner for term not to exceed twelve (12) months, unless agreed upon in advance, (iii) negotiate and execute lease renewals, and (iv) in consultation with the Owner, establish rents and rent increases based upon rents and rent increases of comparable properties to the Property. Owner reserves the right to adopt such lease form as Owner may deem appropriate or necessary,

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which Owner shall furnish to Manager and Manager shall thereafter use in the negotiation and execution of all leases of the Property. In the event that a prospective tenant leaves an earnest deposit with Manager and such person fails to execute a lease or take possession of the Property, such deposit, if retained by Manager, shall be split equally by Owner and Manager.

**5. Lock Box.** Owner authorizes the placement of a Provident Partners lock box on the Property at Manager's option to facilitate leasing the Property. Access to the home will be granted to prospective tenant thru said lock box.

**6. Advertising.** At Owner's expense, Manager may advertise the Property online, with rental signs, circulars, mailings or other forms of advertising as Manager deems reasonably necessary.

**7. Collection of Rents/Taxes/Other Fees.** Manager shall collect all rents, deposits and other income derived from the Property; provided, however, that nothing herein contained shall constitute a guarantee by Manager of the payment of rent or any other fees or charges due from tenants. Without having to account to Owner, Manager may collect, on its' own behalf, late fees, administration fees, non-negotiable check charges, application fees, and credit report fees from a tenant. Such charges and fees shall belong to Manager and shall not be deposited into the Trust Account for the benefit of the Owner. Rental excise sales taxes will be collected based upon property address and individual city ordinances. Manager will maintain all necessary licenses to collect required municipality fees on Owners behalf. Sales taxes are charged to tenants in addition to their monthly rent and are not charged to the owner.

**8. Trust Account.** Manager shall establish a trust bank account at a financial institution selected by Manager (the "Trust Account"), to which all monies received by Manager related to the Property or this Agreement shall be deposited and from which disbursements made pursuant hereto shall be made. Manager shall retain all interest earned on any monies deposited into the Trust Account for the benefit of Owner during the term hereof. Owner acknowledges and agrees that the Trust Account shall contain the funds of other clients of Manager to which Owner shall have no right, title or interest. Owner also acknowledges and agrees that the designated broker for Manager may authorize a licensed or unlicensed person, employed by Manager and subject to the supervision of the designated broker, to be signatory on the Trust Account and transfer monies held on behalf of Owner therein pursuant to the terms of this agreement.

**9. Books of Account.** At its' own expense, Manager shall create and maintain records and books of account in which there shall be properly recorded all receipts and disbursements related to owner's property identified herein.

**10. Periodic Statements.** At its' expense, within seventeen (17) days of the end of each calendar month during the term hereof, Manager shall provide to Owner a statement of account for the preceding calendar month related to the Property, which shall detail all receipts and disbursements to the owner related to the Property. The statement of account shall also include, as applicable, (a) the amount of any net income derived from the Property for the preceding calendar month being remitted to Owner, (b) the amount of any funds due and owing to Manager as provided herein, and (c) the amount of any funds due and owing by Owner to the Trust Account for the replenishment of the Operating Reserve. Owner shall pay to Manager any amounts due and owing to Manager hereunder or to the Trust Account for the Operating Reserve within ten (10) days after receipt of the monthly statement of account from Manager. Any rents or fees that are collected after the fifteenth of the month will be disbursed to owners by the end of that month.

**11. Management Staff.** At its' expense, Manager shall provide Management and Administrative Staff sufficient to manage the Property, to maintain adequate books and records or account for the benefit of Owner, and to collect all rental income and make all necessary disbursements related to the Property. The parties hereto agree that Manager's employees shall not be employees of Owner and Owner shall not be liable for the payroll, taxes or other costs and fees or such employees, as applicable, under local, state or federal laws.

**12. Repairs, Maintenance and Service Agreements.** Manager is hereby authorized to enter into contracts, on behalf of Owner, for materials, services and supplies as deemed necessary by the Manager for the care, maintenance and operation of the Property; provided, however, that Manager shall not contract for any item on any one property if more than one property is identified herein exceeding Three Hundred and No/100 Dollars (\$300.00) without the prior approval of Owner, except: (i) in the case of emergency; or (ii) where such item is incurred in the ordinary operation of the Property (*i.e.*, water, gas, electricity, sewer and other similar utility charges or similar operating expenses). Owner shall be responsible for any such contract entered into and all bills that arise from such contracts. The term "emergency" as used in this Agreement shall include, but not be limited to, any emergency repairs that are in the sole opinion of the Manager necessary to (i) protect the Property from damage, (ii) prevent or avoid damage to the property (real or personal) of others, (iii) prevent or avoid physical harm to any person, (iv) prevent or avoid suspension of necessary services, (v) prevent or avoid monetary penalties related to the Property, or (vi) maintain services to any tenant as required in any lease agreement related to the Property. Owner acknowledges that it is intended that Manager hire in certain circumstances independent third parties to provide certain services and perform certain work in connection with Manager's duties hereunder, including, without limitation, providing improvements, repairs and other services to the



Property. In no event shall Manager have any responsibility or liability in connection with the performance or provision of the work and services rendered by such third parties.

**13. Vendor Disclosure:** In order to provide Owner with a high level of service, Owner recognizes that Manager has developed professional working relationships with numerous vendors to provide improvements, repairs and other services to the Property Portfolio. These vendors meet the superior standards required by the Manager. Owner agrees that Manager, without accounting to Owner, may collect rebates from such vendors as additional compensation, such rebates to be the sole property of Manager. Upon written request Owner may be given a copy of the written agreements which provide the terms under which the vendor will provide such services.

**14. Operating Reserve.** Upon execution of this Agreement, Owner agrees to advance to Manager the amount of Three Hundred and No/100 Dollars (\$300.00) as an operating reserve for each occupied property listed herein, which shall be considered working capital for Manager to use as it deems necessary for expenses related to the Properties (the "Operating Reserve"). Manager shall deposit the Operating Reserve into the Trust Account for the benefit of Owner. In the event that Manager uses the Operating Reserve for an expense related to the Property, Owner agrees, upon ten (10) days written notice, to deposit with Manager such additional funds as may be necessary to restore the Operating Reserve to the amount of Three Hundred and No/100 Dollars (\$300.00). If a property is vacant, or in anticipation of a property becoming vacant based on tenant notification, we will raise the reserve amount to Five Hundred and No/100 Dollars (\$500.00). The additional funds will be used to establish utilities and/or held for repairs and maintenance. Monies to raise the reserve will be held from the last rent payment or requested from owner if necessary. If additional funds are requested, Owner agrees, upon ten (10) days notice, to deposit with Manager such additional funds. Once property becomes occupied again the reserve will once again be lowered to Three Hundred and No/100 Dollars (\$300.00).

**15. Disbursements Related to Property.** Owner acknowledges and agrees that Manager will pay from the gross income derived from property all expenses relating to the care, maintenance and operation of the property: provided, however, that Manager's obligation hereunder shall be limited to the extent the necessary funds of Owner are available in the Trust Account to pay such expenses. Manager shall not be responsible for any late charges, or other penalties or actions that are incurred in connection with any expenses paid or payable relating to the care, maintenance and operation of the property, for any reason whatsoever, for which Owner has failed to provide previously agreed upon funds to Manager, except in the event that such charges, penalties or actions are result of the gross negligence of Manager (subject to the limitations on liability set fourth in Section 19 hereof). Owner acknowledges and agrees that Manager is under no obligation to advance its' own funds for the payment of any expense related to the property. Owner acknowledges and agrees that before any income derived from the property and collected by Manager is remitted to Owner, Manager shall first pay: (i) all expenses incurred by Manager in the care, maintenance and operation of the property and performing Manager's obligations hereunder to which Owner is responsible; and (ii) any compensation, deficits or other fees due by Owner to Manager hereunder. Account Deficits include the current Owner account balance as well as the outstanding unpaid bills. Owner hereby agrees to pay any deficits upon ten (10) days notice on receipt of monthly statement or any other notification from Manager. Any deficit balances remaining on the next statement cycle will be assessed a 5% late fee. An additional 5% late fee will be charged on each statement cycle on any deficit balance until the account is paid in full. Manager and Owner agree that Manager shall have professional services lien rights for nonpayment and will be entitled to recover any and all legal, collection, or recording fees related to the existence or collection of such deficits.

**16. Initiate Legal Action.** At Owner's expense, Manager shall institute all necessary legal action or proceedings for the collection of rent or other income from the Property, or for the ousting or dispossession of tenants or other persons there from, and for all other matters requiring legal attention related to the Property. Manager shall retain the services of an attorney licensed to practice law in the State of Utah on behalf of Owner in connection with any legal action or proceeding related to the Property. Owner will be reimbursed for these costs in the event any money is collected from the Tenant.

**17. Compensation.** The compensation for Manager's services shall be determined and paid as follows:

**a. Management Fee.**

1. For properties in Weber County, with a monthly rental rate up to \$799/month, a management fee of ten percent (10%) of the gross rental income due and owing from the Property, shall be payable by Owner to Manager on the first day of each calendar month during the term hereof. For properties in Weber County, with a monthly rental rate \$800/month and up, a management fee of nine percent (9%) of the gross rental income due and owing from the Property, shall be payable by Owner to Manager on the first day of each calendar month during the term hereof for all rents collected on occupied properties.



2. **b. Vacancy Fee.** A vacancy fee of \$ 0.00 per month for each separate rental space of the property during any month in which such rental income space is vacant shall be payable by Owner to Manager on the first day of each month following any month in which any separate rental space of the property is vacant.

**c. Annual Fee.** Annual fee of \$125 shall be payable by Owner to Manager upon execution of this agreement each January.

**d. Leasing Fee.**

1. For properties in Weber County, a leasing fee of zero percent (0%) of gross lease shall be payable by Owner to Manager upon execution of any lease agreement for any rental space of the property during the term hereof.

**e. Lease Renewal Fee.** A lease renewal fee of \$150.00 shall be payable by Owner to Manager upon the execution of any lease renewal for any rental space of the Property during the term hereof.

**f. Miscellaneous.** Owner hereby authorizes Manager to pay any part of the Compensation (or any other amounts due to Manager hereunder) to Manager from any funds held or collected for the benefit of Owner related to the Property in the Trust Account. Notwithstanding anything contained herein to the contrary, in the event that funds of the Owner are not available in the Trust Account to pay any part of the Compensation, such Compensation shall be due and payable to Manager by Owner. All late fees, NSF fees, termination report fees and accumulated trust account interest are management fees directly collectible and payable to Provident Partners Realty & Management, Inc.

**g. Additional Services.** In the event Manager is called upon by Owner to perform services not customarily a part of the usual management services as set forth herein, Manager shall be entitled to receive as additional compensation therefore an amount commensurate with such additional services; provided, however, prior to performing such additional services, Owner and Manager shall agree, in writing, upon the scope of the additional services required.

**h. Real Estate Commissions.** In the event that owner determines to sell property during the term of this Agreement to a third party not currently the tenant, owner may select any Real Estate agent currently working under the Provident Partners Realty broker to represent owner. A total commission of 5% will be paid by owner, 2% to the listing broker/agent and 3% to the buying broker/agent. In the event that owner agrees to sell the property to the current tenant during the term of this Agreement or within 6 months of the termination of this Agreement, owner may select any Real Estate agent currently working under the Provident Partners Realty broker to handle both sides of the transaction for a total commission of 2.5%.

**i. Six Month Inspections.** Manager will conduct an inspection of property approximately six months after the start of the lease term, the summary report of this inspection will be provided to the owner and a copy will be kept in the Managers file to assist in maintaining the quality of the house and to put the tenant on notice that the Manager will be viewing the property inside and out at regular intervals. The Owner will be charged a \$100.00 fee for this service.

**j. Tax License Services.** Owner is responsible for all rental and other taxes related to the leasing and/or sale of Owner's Property. Manager is hereby authorized to secure individual tax licenses for Owner as required or permitted by law. Manager will charge \$13.00 (price subject to change based on Utah Law) per property annually for obtaining the license or for adding each property of Owner managed pursuant to this Agreement to Manager's master license and will be responsible for completing any applicable tax reports and forwarding appropriate taxes for payment. In addition Owner agrees to pay any corresponding individual license fees and to cooperate fully in providing any information and assisting in submitting any required reports, tax payments, and related information or materials.

**18. Insurance.** Owner shall procure and maintain at all times during the term of this Agreement, at its' sole cost and expense, comprehensive general liability and casualty insurance against any loss, liability or damage on, about or relating to the Property, or any portion thereof. Such insurance shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state of Utah. Such policy of insurance shall be reasonably satisfactory to Manager as to form and shall provide for at least ten (10) days written notice of cancellation to Manager. Upon request of Manager, Owner shall furnish certificates, policies or endorsements to Manager as proof of such insurance. All insurance deductibles will be the responsibility of the owner and not the Manager.

**19. Indemnification, Hold Harmless, Limitation of Liability.** Owner agrees to indemnify, defend and hold Manager, its affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns, harmless from all claims, suits, damages, costs, losses, court costs, expenses, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever arising out of or related to: (a) any loss, harm, injury or damage to any person or property occurring on, in or about the Property, (b) the care, maintenance, operation or leasing of the Property by Owner, Manager or any employee or independent agent hired by Owner or Manager, (c) the performance or exercise of any of the duties, obligations, powers or authorities set forth in this Agreement or hereinafter granted to the Manager by Owner (including, without limitation, the investigation of the references of any tenant or prospective tenant or the placement of a lock box on the



Property), and (e) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Owner or Manager, and shall include all claims, suits, damages, losses, and expenses arising out of the negligence (but not gross negligence or intentional acts) of Manager or Manager's agents or employees. Notwithstanding anything else to the contrary stated or implied herein, in no event and under no theory of liability shall Manager, its affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns, be liable to Owner for damages of any kind arising from this Agreement in excess of the total Compensation paid to Manager under this Agreement during the six (6) month period prior to the expiration or termination of this Agreement. Owner acknowledges and agrees that the indemnification and limitation of liability provisions contained in this Section 16 reflect a mutually agreed upon allocation of risk and form a fundamental part of the basis of the bargain hereunder, without which Manager would not have entered into this Agreement. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

**20. Owner's Representation and Warranties.** Owner represents and warrants that to the best of Owner's knowledge, as of the date of execution of this Agreement, (a) all taxes, homeowner's association fees, mortgage payments, and any assessments related to the property are current, and (b) the property is in good habitable condition and in compliance with all applicable laws, ordinances and regulations of all government authorities.

**21. Foreclosure/Short Sale.** In the event of foreclosure/trustee sale or assignment of rent of the Property, Owner is aware that the Tenant's security deposit may be returned to Tenant by Manager upon receiving notification of foreclosure or assignment of rent. Owner agrees to pay a one-time fee of Three Hundred Fifty and No/100 Dollars (**\$350.00**) once a notice of foreclosure/trustee sale date has been identified. Additionally, upon receipt of foreclosure/trustee sale or assignment of rent notice, Manager may cancel this Agreement immediately, thereby waiving the notice clause contained in this Agreement.

**22. Venue, Jurisdiction, Governing Law.** The parties hereto agree that any action arising out of or relating to this Agreement shall be brought, in the county where the Property is located and each party hereto consents to the personal jurisdiction of the Superior Court of the State of Utah in such county. The parties agree that any such action shall not be removable to federal court on any grounds. This Agreement shall be governed and construed by laws of the State of Arizona since we are an Arizona corporation. If legislation or law voids any provision of this agreement, it will not void the entire agreement, only that specific provision. In case of dispute, the parties will submit to mediation or binding arbitration with all costs to be paid by the non-prevailing party or as ultimately negotiated.

**23. Complete Agreement, Amendment, Assignment.** This agreement supersedes all previous agreements, proposals and understandings, either oral or written, between the parties hereto in connection with the transaction and services contemplated herein, and this Agreement may not be modified except by an instrument in writing signed by both parties. No rights, remedies or warranties under this Agreement are waived or modified unless expressly waived or modified in writing by the party to be charged. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that neither party may assign or transfer his/her rights or obligations under Agreement without prior written consent of the party hereto. Written thirty days notice is required via certified mail to alter the terms of this contract.

**24. Independent Contractor.** Manager shall be, at law, independent contractor, and this Agreement shall not create any employment relationship, either express or implied, or any relationship of principal and agent, between Manager (and any person employed by Manager) and Owner.

**25. Owner/Manager Obligations.** Owner and Manager Obligations are listed on Addendum A attached and made a part hereto.

**26. Property Standards.** Property Standards are listed on Addendum B attached and made a part hereto.

**27. Properties to be Managed.** Properties to be managed are listed on Addendum C attached and made a part hereto.

Owner acknowledges having read and received a copy of this Agreement.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_.

Owner Contract Acceptance Signatures:

\_\_\_\_\_  
Signature Name

\_\_\_\_\_  
Signature Name

Management Company Acceptance Signature:

\_\_\_\_\_  
Signature Name

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## **ADDENDUM A--UTAH**

### **OWNER/MANAGER OBLIGATIONS**

During our relationship, Provident Partners Realty & Management, Inc. will act as your liaison between the daily operation of your property and its lessees. Rest assured that your property will be cared for as if it were our own.

With that in mind, here is what you can count on from us.

#### **Manager Obligations**

- Enforce provisions & requirements of the Ogden City Good Landlord program and have our broker & agents certified in this program
- Screen prospective renters to procure tenants.
- Inspect your property when vacant and manage your tenants during occupancy.
- Market the property utilizing our "Exclusive right to lease listing program".
- List your property using classified advertising, electronic advertising, signing, and affiliated business partner relationships.
- Work diligently to keep your property leased by qualified and responsible tenants.
- Sign lease agreements, extensions and other addendum relating to the leasing of your property.
- Orchestrate utility services on your behalf.
- Collect rent, deposits, fees and sales taxes for your property as agreed contractually.
- Disperse trust funds held on your behalf to reimburse service providers for completed work. (A \$300 single occurrence limit is implied unless the repair/matter is an emergency).
- Provide owner with a monthly operating statement, net rent proceeds, and copies of any applicable invoices or documents.
- Initiate legal forcible detainers, collection activities and Three-day notices for non-payment of rent or lease violations.
- Provide owner with a year-end financial recap including a 1099 form for your Federal income taxes
- At your request, serve as statutory agent for out-of-state owners as required by law.
- Manager will conduct an inspection of property approximately six months after the start of the lease term, the summary report of this inspection will be provided to the owner and a copy will be kept in the Managers file to assist in maintaining the quality of the house and to put the tenant on notice that the Manager will be viewing the property inside and out at regular intervals. The Owner will be charged a \$100.00 fee for this service.

#### **Owner Obligations**

Accordingly, the Owners obligation during our relationship will include:

- Meet all obligations to maintain services for the tenants' full legal use of the property per Utah Revised Statutes.

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- Maintain a maintenance reserve fund of \$300 (Minimum \$500 if vacant) to address property needs as necessary. This reserve will be automatically replenished from monthly rents;
- Understand tenant refundable deposits are tenant's property except in cases of renter default or damage caused by renter holding Provident harmless of consequences resulting in tenant action including defaults, damage, or liability.

In addition, Provident Partners Realty & Management, Inc. wants our clients to be aware that:

- We in no way guarantee the leasing of your property or its tenancy, including rent collection or proper tenant usage or behavior.
- We will not make mortgage payments, homeowners association dues, property tax payments or insurance payments on behalf of a client. These payments are all the responsibility of the owner.
- We will respect the privacy of our owners, tenants, and service providers and will not release credit report information to any of these groups. We may provide the owner with tenant contact information. This includes providing the tenant with 48-hour notice if the owner wishes to view an occupied property.
- We will **never** advance funds for the operation of your property. The owner is responsible for all repair costs, maintenance costs and unforeseen emergency costs.
- We will utilize our best professional judgment in matters relating to the leasing and management of your property when we are unable to contact you.
- We will employ other professional businesses, contractors and agencies on your behalf to repair, maintain or replace necessary components to insure the occupancy of your property.
- When practical, we will inform the owner in advance of any single repair in excess of \$300. Repairs in excess of \$300 will require additional owner emergency reserves and prior written permission unless Provident Partners deems the situation an emergency.
- Owners must comply with any and all local requirements, which require owners to maintain property to code enforcement standards.
- Advertising. At Owner's expense, Manager may advertise the Property by newspaper advertising, rental signs, circulars, mailings or other forms of advertising as Manager deems reasonably necessary. Manager may advertise with the local papers on a weekly basis. There is a three-line minimum per property to be billed at the current standard line rate. Should the Manager choose to do a display ad featuring several properties, Owner will be billed a percentage of the entire ad based on their portion of the total display ad cost.
- Homeowners Association(s), due to the difficulty involved in working with some homeowner's associations ("HOA") and their affiliated management companies, Manager disclaims (and Owner agrees to permit Manager to disclaim) all liability for any enforcement of HOA rules, regulations, or CC&Rs and any associated fees, costs, or penalties. Manager will work in good faith with the HOA/management company, Owner, and tenant in attempting to comply with HOA requirements.



## **ADDENDUM B---UTAH**

### **PROPERTY STANDARDS**

In order for Provident Partners Realty & Management, Inc. to successfully market a property, it is imperative that the owner insure a well-maintained and sanitary property. Not only does this set the standard to the Lessee but it allows you to command reasonable market rent and aids in fewer days of lost rent. Rental housing is a highly competitive business and maintaining the advantage requires continual investment and maintenance from the owner.

Our standards have been developed as a guideline for all new properties joining Provident Partners Realty & Management, Inc.

#### **Interior Requirements**

- All smoke alarms must be in working condition
- Furnace/air conditioning filters and air vents must be kept free of dust and lint and unobstructed to allow ventilation to the system
- All electrical wiring must be to code, contained and safely installed including outlet covers
- All door and window locking mechanisms must be in working order
- All doors must have door stops and be in good working order
- Closet sliding doors must open and close easily and be on a track
- The caulking and grout in tubs, showers and bathrooms must be clean and in good seal status
- All plumbing must be in working order with no leaks, drips or rust and must be to code
- Toilets must flush easily and shut off automatically
- All appliances and permanent fixtures must be in working order and clean
- All walls, ceilings, baseboards and blinds must be clean, neutral in color and any nail holes repaired, textured and freshly painted
- Drywall repairs must be seamless and freshly painted. If it is evident that a repair has been made then corner to corner fresh painting will be required
- Floor coverings should be clean and in good repair and free of stains and professionally cleaned
- Windows must be clean in appearance and all window coverings must be clean and in working order including rods, drawstrings, wands and slants. All windows and sliding doors must have neutral colored miniature blinds or 2" blinds and screens are to be installed with no tears or holes.
- A working fire extinguisher and carbon monoxide detector must be installed to match city code.
- An electric garage door opener is recommended with one remote per stall; if there is more than a two-car garage, only the main door is required to have an opener



## Exterior Requirements

- Landscaping should be neat in appearance. Grass lawns should be mowed and edged as well as watered regularly by installed sprinkler systems. Any holes in the yard/lawn must be filled to avoid accidents. Trees and shrubs need to be trimmed and away from walkways, driveway, roof and exterior walls
- Fencing should be in good repair with adequate locking mechanisms on gates, when required
- Exterior walls and roof should be free of peeling paint, missing tiles or shingles
- Any rain gutters must be attached soundly and free of holes as well as clear of debris
- No fertilizers, chemicals, paint or stored liquids should be maintained on the property. Any cans, planters, hoses, or lawn equipment that is not included with the property must be removed. Oil or grease stains on driveways, walkways, carports or garages should be removed
- If there is a pool, it should be equipped with an automatic water filling system to maintain proper water level. All city requirements for pool security, self closing gates, and pool fencing will be required prior to any lease agreement
- Snow Removal language will be included in the tenant lease agreement requiring the tenant to do any and all snow removal at their own expense

## General Guidelines

- 1) The owner is to provide all keys to the management company including house, mail, pool and garage. Four sets of keys are required with one garage door opener per stall, if applicable. If the owner would like to have Provident Partners Realty & Management, Inc. make duplicates, the fee is \$5.00 per key.
- 2) All properties must be re-keyed prior to a new tenant moving in. Provident Partners Realty & Management will orchestrate this process for the owner by having a locksmith re-key all locks to one key, at the owner's expense.
- 3) If applicable owner shall provide Provident Partners Realty & Management with the HOA contact name and number and add Provident Partners Realty & Management as an additional contact for any fines or violations.
- 4) The life expectancy of interior paint (2-5 years) and carpet (2-4 years) in rental situations, owners should expect to replace these items accordingly.
- 5) Provident Partners Realty & Management **strongly encourages** all owners to set up one or more LLC's as a way to hold your properties. Please contact us if you would like a recommendation of an entity to assist you in setting one up.

The Owner understands these basic property requirements and owner's guidelines and agrees to comply with these standards of maintenance during the Management Agreement period.

We also suggest that each owner address their liability concerning the safety and fencing of pools/spas and water features.

Local: 3340 Harrison Blvd. Ogden, UT 84403 Office 801.436.0120 Fax 801.436.0117  
Corporate: 7830 East Evans Road Scottsdale, AZ 85260 Office 480.314.1414 Fax 480.314.2323  
[www.providentpartnerscompanies.com](http://www.providentpartnerscompanies.com)



**ADDENDUM C---UTAH  
PROPERTY INTAKE FORM**

**Property #1**

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pool: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spa: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pool Fence: <input type="checkbox"/> Yes <input type="checkbox"/> No	Lock: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Occupied:  Yes  No If occupied, date available: \_\_\_\_\_

Who has house & mailbox keys? \_\_\_\_\_ Mailbox #: \_\_\_\_\_

Garage Door Opener:  Yes  No # of Stalls: \_\_\_\_\_ # of Remotes: \_\_\_\_\_

Name, phone # of HOA: \_\_\_\_\_

Name, phone # of Home Warranty Co: \_\_\_\_\_

**Property #2**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pool: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spa: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pool Fence: <input type="checkbox"/> Yes <input type="checkbox"/> No	Lock: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	--	--

Occupied:  Yes  No If occupied, date available: \_\_\_\_\_

Who has house & mailbox keys? \_\_\_\_\_ Mailbox #: \_\_\_\_\_

Garage Door Opener:  Yes  No # of Stalls: \_\_\_\_\_ # of Remotes: \_\_\_\_\_

Name, phone # of HOA: \_\_\_\_\_

Name, phone # of Home Warranty Co: \_\_\_\_\_

**Property #3**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pool: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spa: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pool Fence: <input type="checkbox"/> Yes <input type="checkbox"/> No	Lock: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	--	--

Occupied:  Yes  No If occupied, date available: \_\_\_\_\_

Who has house & mailbox keys? \_\_\_\_\_ Mailbox #: \_\_\_\_\_

Garage Door Opener:  Yes  No # of Stalls: \_\_\_\_\_ # of Remotes: \_\_\_\_\_

Name, phone # of HOA: \_\_\_\_\_

Name, phone # of Home Warranty Co: \_\_\_\_\_

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**AUTHORIZATION TO ACT ON OWNERS BEHALF TO ESTABLISH UTILITY SERVICES**

I, \_\_\_\_\_  
(printed name) (Residential Address, City, State, Zip Code)

Hereby appoint Provident Partners Realty & Management to represent and act on my behalf when establishing and disconnecting utility services. Provident Partners Realty & Management’s powers include but are limited to:

- 1. Obtaining information or documents from any governmental or privately owned utility agency necessary for the establishment of the utility service.
- 2. Preparing applications, providing information, and performing any other act reasonably requested by the governmental or privately owned utility agency in order to establish or disconnect utility service.

This shall be construed only to establish and disconnect utility services on my behalf.

Provident Partners Realty & Management shall not be liable for any loss that results from a judgment error that was made in good faith.

Owner agrees to immediately provide funds to Provident Partners Realty & Management, if necessary to pay any and all deposits or establishment fees to connect utilities.

Provident Partners Realty & Management shall provide an accounting for all funds handled and all acts performed as my representative, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This authorization shall become effective immediately. This is a durable AUTHORIZATION FOR PROVIDENT PARTNERS REALTY & MANAGEMENT TO ESTABLISH UTILITY SERVICES IN MY NAME. This authorization shall continue to be effective unless I cancel my management agreement with Provident Partners Realty & Management. I may revoke this authorization at any time by providing written notice to Provident Partners Realty & Management.

Dated: \_\_\_\_\_, 20\_\_

**OWNER’S SIGNATURE:**

**PROPERTY MANAGER’S SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**OWNER’S PRINTED FULL LEGAL NAME:**

**PROPERTY MANAGER’S PRINTED NAME:**

\_\_\_\_\_

\_\_\_\_\_



**OWNER INFORMATION SHEET--UTAH**

Property Owner 1: \_\_\_\_\_ SSN : \_\_\_\_\_  
Driver License \_\_\_\_\_ Birth \_\_\_\_\_  
State and Number: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Property Owner 2: \_\_\_\_\_ SSN: \_\_\_\_\_  
Driver License \_\_\_\_\_ Birth \_\_\_\_\_  
State and Number: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

LLC: \_\_\_\_\_

EIN # \_\_\_\_\_

Your Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Make checks payable to: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Owner 1: \_\_\_\_\_ Owner 2: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Owner 1 Email: \_\_\_\_\_

Owner 2 Email: \_\_\_\_\_

How do you prefer we contact you? \_\_\_\_\_

Emergency Contact  
If you are unavailable: \_\_\_\_\_ Phone: \_\_\_\_\_