

**WEST USA REALTY, PROPERTY MANAGEMENT
16150 N ARROWHEAD FOUNTAIN CENTER DR # 100
PEORIA, ARIZONA 85382
602-942-1410**

AGENT NAME: _____ **DATE:** _____

- This agreement by and between WEST USA REALTY, hereafter know as “BROKER”, and _____ hereafter known as “OWNER”, employs BROKER exclusively to rent, lease, operate and manage the real property situated in the City of _____, County of _____, State of Arizona described as _____ for a period commencing this date and terminating at midnight of _____. Either party hereto may terminate this contract by giving to the other part a 30 day notice in writing from the 1st of the month. The following are the TERMS and CONDITIONS.

BROKER’S OBLIGATIONS

OWNER HEREBY CONFERS UPON THE BROKER THE FOLLOWING DUTIES, AUTHORITY AND POWERS:

1. **LEASING.** To advertise the availability for rent of the property or any part thereof and to display “For Rent” or “For Lease” signs thereon, to execute leases for terms not to exceed _____ (____) years, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the OWNER such notices as BROKER deems appropriate; to institute legal actions in the name of the OWNER; to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle, compromise and release such actions.
2. **RENTS.** To collect rents and to collect and disburse security and other deposits; to hold the security deposit in BROKER’S trust account until time for disbursement at end of lease, for benefit of the lessor and/or lessee; to deposit all receipts collected for OWNER in an account with a qualified banking institution. BROKER shall not incur any liability for bankruptcy or failure of the depository. It is understood and agreed that the BROKER may deposit the security funds into a trust savings account. The interest therefrom will be used by the BROKER as additional compensation for his services. BROKER will not be responsible to account for such interest.
3. **PRICE DETERMINATION.** The herein described property shall be rented for a price determined by the owner.
4. **MAINTENANCE.** To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be independent contractors. Owner agrees to pay BROKER \$ _____ (N/A) per month for maintenance of yard and/or \$ _____ (N/A) per month for maintenance of the pool when deemed necessary by BROKER.
5. **SERVICE CONTRACTS.** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the BROKER shall deem to be advisable and/or necessary.
6. **REPAIRS.** To take charge of any necessary repairs, decorating and alterations and to purchase supplies therefore. BROKER agrees to obtain OWNER’S prior authorization for any and each expense item in excess of \$700.00, except monthly or recurring operating charges or emergency repairs, or in the event the OWNER is not available for consultation, and if the BROKER deems such expenditures in excess of this amount necessary for the protection of the property from damage or to perform services to the tenants provided for in their leases. BROKER may retain, in addition to the Security Deposit, a \$ _____ balance in the account for minor repairs and upkeep.

7. **MONTHLY STATEMENTS.** To render monthly itemized statements of receipts, expenses, charges and accruals and to remit to OWNER receipts, less disbursement and accruals for future expenses. In the event disbursements shall exceed receipts, OWNER shall promptly remit such excess to the BROKER. OWNER assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of BROKER'S duties set forth herein.

OWNER OBLIGATION

1. **BROKERAGE FEES.** OWNER agrees to pay BROKER a fee or fees for services rendered at the rates hereinafter set forth. OWNER recognizes BROKER as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated shall compensate BROKER in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the BROKER from receipts.

LEASING FEE: A leasing fee of _____ of the total consideration of the lease, to be paid to the broker upon the signing of the lease.

MANAGEMENT FEE: _____ percent of the Gross Amount of money percent of the received from the operation of said premises during the period herein provided. The management fee shall be payable when the rent and receipts are received or by agreement between Owner and Broker in writing. In addition, you will receive a statement of earnings and are responsible for including these earnings when filing your taxes.

2. **HOLD HARMLESS.** OWNER agrees to hold BROKER harmless from all damage suits in connection with management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry at his own expense, adequate public liability and to name the BROKER as co-insured. The BROKER also shall not be liable for any error of judgement or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the BROKER'S compensation or if BROKER successfully defends any action brought against BROKER by OWNER, relating to the property, or BROKER'S management thereof, OWNER agrees to pay all costs incurred by BROKER in connection with such action, including a reasonable attorney's fee.

3. **DATA AND RECORDS.** OWNER agrees to make available to BROKER all data, records and documents pertaining to the property which the BROKER may require to properly exercise his duties hereunder. OWNER is responsible to provide 1099's to any vendor they deem necessary. Owner is responsible to verify and set up applicable city sales tax license. All owners are required to return a completed W-9 for tax record purposes.

4. **FORECLOSURE.** It is agreed between owner and WEST USA PROPERTY MANAGEMENT that the owner agrees to notify WEST USA PROPERTY MANAGEMENT if a notification of eminent foreclosure of the property is received, and authorizes management to immediately release the tenant from any further lease obligation upon such notification. Owner, by signature below releases WEST USA PROPERTY MANAGEMENT/REALTY of any liability and/or responsibility regarding foreclosure of any property.

ACCEPTANCE

The BROKER accepts this exclusive employment and agrees to use diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

OWNER (signature)

BROKER

OWNER (signature)

SALES AGENT

STREET ADDRESS

STREET ADDRESS

CITY STATE ZIP

CITY STATE ZIP

HOME TELEPHONE NUMBER

TELEPHONE

WORK TELEPHONE NUMBER

CELL NUMBER

EMAIL ADDRESS

Key inventory:

ADDITIONAL INFORMATION:

House key: _____

Pool key: yes _____ no _____

Mail key : yes _____ no _____ box #

Garage Door Openers: _____

INSURANCE INFORMATION:

HOME WARRANTY INFORMATION:
(if applicable)

AGENT: _____

POLICY #: _____

PHONE #: _____

EMERGENCY CONTACT TELE PHONE NUMBER:
(other than your home or your work numbers)

OWNERS FAX NUMBER:

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

