

# SMARTMOVE PROPERTY MANAGEMENT

Phone 208-906-0196 • Fax 866-404-2381

2645 N Cole Rd Ste A, Boise ID 83704 • www.smartmovepm.com

## FULL SERVICE MANAGEMENT AGREEMENT

Pursuant to this Management Agreement dated \_\_\_\_\_ (the "Agreement"), the undersigned \_\_\_\_\_ (hereinafter "Owner") hereby agrees to employ Capital Property Management Inc, dba Smart Move Property Management, (hereinafter "Agent") , exclusively to rent, lease, operate and manage the real property situated \_\_\_\_\_ at \_\_\_\_\_ the \_\_\_\_\_ following \_\_\_\_\_ address:

(the "Property") and also such other real estate as may be added to said document from time to time by mutual agreement of the parties, in accordance with the terms and conditions hereinafter set out, commencing on \_\_\_\_\_, 20\_\_\_\_\_, for a term of 12 months, and shall expire the last day of \_\_\_\_\_, 20\_\_\_\_\_, at midnight. Upon expiration of the above initial term, this Agreement shall automatically be renewed on a month to month basis unless terminated in writing by either party by providing written notice thirty (30) days prior to the date for such renewal. Notwithstanding the foregoing, this Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination, Owner shall pay to Agent any fees, commission, and expenses due under terms of this Agreement, which are then owing to Agent.

### AGENT'S OBLIGATION

Owner hereby confers upon Agent the following duties, authority, and powers:

**1. LEASING.** To advertise the availability for rent of the Property or any part thereof in local publications at Owner's expense, and to display "For Rent" or "For Lease" signs thereon. To negotiate, prepare and execute all leases, renewals and extensions of leases, to terminate, cancel and modify leases relating to the Property utilizing Agent's forms and agreements exclusively; to sign and serve for the Owner such notices as Agent deems appropriate; to institute legal actions in the name of the Owner; to evict Tenants and recover possession of the Property; to recover rents and other sums due to settle, to employ attorneys for payment of rent more than five days in arrears, compromise and release such actions. Agent reserves the right to make changes to its own rental/approval policies without notice to Owner.

**1.1** Owner agrees not to rent directly to anyone without approval of Agent, agrees to refer any rental inquiries to Agent, and agrees not to make any agreements with or promises to potential or existing Tenants without Management approval.

**1.2** Management will make all decisions as to the rental amount. Owner understands that the Agent determines rental amounts in a competitive manner and consistent with other similar properties managed by Agent or in the vicinity of the Owner's Property.

**1.3** Agent shall perform the selection of Tenants in compliance with Fair Housing laws. If Owner should at any time request Agent to disregard Fair Housing laws and or Landlord Tenant Laws, this contract will be terminated immediately and the management fees for the balance of this contract or **\$500**, whichever is greater, will be due immediately.

**1.4** Owner agrees that Agent is not responsible for the collection of delinquent accounts. Agent assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the Property.

**1.5** Owner authorizes Agent to use a lockbox to permit access to the premises, to the Agent, Agent's agent, cooperating agent, potential residents, and maintenance personnel. This may also include the use of electronic lockboxes for self-showings. Owner acknowledges that Agent is not insuring Owner against theft, loss, or vandalism resulting from such access.

**2. RENTS.** To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for Owner in an account with a qualified banking institution maintained by Agent. Agent shall not incur any liability for bankruptcy or failure of the depository. Owner acknowledges that all interest amounts received by Agent on any lease income, operating funds, security and other deposits, or any other amounts

held will be to the credit of Agent or as directed by the State of Idaho.

**2.1** Any and all prepaid rents collected from the Tenant will be maintained by Agent and released to the Owner as the rents become due each month. Prepaid rents are the Tenant's funds and therefore will not be released to the Owner until the month it's posted as rent.

**2.2** Owner agrees that funds will be paid out via an ACH payment directly deposited, and no physical check will be mailed.

**3. MAINTENANCE AND REPAIRS.** To employ, supervise and discharge all labor required for the operation and maintenance of the Property, with the exception of the first make-ready, it being agreed that all parties retained by Agent pursuant to this Section shall be deemed to be Owner's contractors. To take charge of repairs, decorating and alterations and to purchase supplies therefore, at the Owner's expense.

**3.1** Agent agrees to obtain Owner's prior authorization for any single routine expense item in excess of **\$200** and/or **\$500** in the case of HVAC, plumbing or electrical work that affects the safety of the Tenant or Property, except monthly or recurring operating charges or emergency repairs, or in the event the Owner is not reasonably (in Agent's sole opinion) available for consultation, if Agent deems such expenditure in excess of this amount necessary for the protection of the Property from damage or to perform services to the Tenants provided in their leases or mandated by Idaho Code. A/C, furnace, water heater, roof leaks, water leaks and other urgent and or "no-option" repairs are exempt from repair cap at Agent's sole discretion.

**3.2** Owner agrees to maintain a minimum balance of **\$200**, per unit, to cover maintenance costs as they occur. Owner certifies that there are no known hazardous substances, environmental deficiencies or defects, structural or otherwise, at the Property and that all mechanical systems are in good working condition.

**3.3** Due to the volume of business and Agent's business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to Agent and it's employees. Agent shall retain all available discounts, gratuities, and rebates.

**4. PREVENTATIVE MAINTENANCE WALKTHROUGH** Agent shall contract for bi-annual interior Preventative Maintenance at a minimum **\$55** expense to the Owner. The contractor will check plumbing fixtures, caulking, doorstops, smoke detectors and furnace filters and make necessary repairs. Agent agrees to back-charge tenant for tenant related expenses. Owner acknowledges this is **not a home inspection** and Owner agrees to hold Agent and Vendor harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Vendor and/or his employees for the purpose of conducting the Preventative Maintenance walkthrough.

**5. SERVICE CONTRACTS.** Agent has the authority to execute contracts for utilities and services for the operation, maintenance, and safety of the Property, as the Agent shall deem advisable and/or necessary. Owner to assume the obligation of any contracts entered into by Agent.

**6. PERIODIC STATEMENTS / DISBURSEMENTS.** Agent will render monthly-itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses by the 15th of each month. In the event disbursements shall exceed receipts, Owner shall promptly remit such excess to the Agent, but nothing herein contained shall obligate the Agent to advance its own funds on behalf of the Owner. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Agent's duties set forth herein.

**6.1** Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Property, including but not limited to, Agent's compensation and expense reimbursements from the Owner's funds.

**7. SECURITY DEPOSITS.** Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits. Security deposits will be deposited in an account maintained by Agent. Agent shall collect and maintain all tenant deposits, such as cleaning and damage deposits, pet deposits, and any other deposits in which Agent deems necessary to collect from Tenant. Owners of new accounts agree to provide an accounting of all security deposits and to supply Agent with matching funds prior to the execution of this Agreement. Should the Property sell or upon termination of this Agreement, Owner authorizes Agent to deduct any outstanding fees owed by Tenant to Agent from the security deposit prior to releasing these funds. Owner will remain liable to the tenant for all security deposits and to hold harmless and defend Agent from any and all claims by tenant for the return of the security deposits identified herein, should the property sell, or this Agreement be terminated.

**8. PROPERTY SURVEYS.** Agent agrees to perform regular front of property exterior surveys. Such survey will be performed on a random basis to ensure Tenant compliance on a regular basis. Owner can request an

interior survey at any time, as keeping in line with the Tenant's right to quiet enjoyment. Agent shall perform interior surveys at its discretion or when deemed prudent by Agent. Agent will not be liable to Owner for the performance or lack thereof in scheduling or conducting the property surveys.

**9. ANNUAL SUMMARY / 1099** Agent will prepare an annual summary statement and 1099 forms for each Property managed by Agent for Owner for a fee of **\$10** per Property.

## **OWNER'S OBLIGATION**

**10. MANAGEMENT FEES.** Owner agrees to pay Agent, on a monthly basis, a fee of **9%** of the gross monthly rental income for services rendered with a minimum of **\$50** per property, regardless of who places Tenant in Property and a onetime **\$100 initial set up fee** (non-refundable), per single family property and/or **\$175** for each multifamily property.

**10.1** In addition thereto, in order to offset additional costs and expenses, Agent may charge prospective Tenant application fees, and collect late charges, NFS fees, early termination fees, pet fees, and the like, in accordance with the laws of this state. Agent shall retain any such fees or charges collected.

**11. ADVERTISING.** Owner SHALL NOT place any advertising for the Property themselves. Agent will be the only advertiser of the Property to prevent confusion to prospective applicants. The monthly cost of advertising a vacant unit shall be a base of **\$30 plus the actual charge from Zillow of \$9.99/per listing/per week.**

**12. UTILITIES** Owner is responsible for payment of all utilities. For those utility companies that allow Continuous Service/Landlord Agreements, Agent will set up Agreements in Owner's name but in care of Agent using Agent's mailing address. If Agent is to pay utilities on behalf of Owner, Agent will set billing as follows:

Owner's Name  
c/o Smart Move Property Management  
2645 N Cole Rd, Ste A  
Boise, ID 83704

**13. COLLECTIONS, COURT AND EVICTION.** Owner is responsible for all court and collection costs. Agent shall institute collection and eviction proceedings on the Owner's behalf when deemed necessary in Agent's solo and absolute discretion.

**14. EVICTION PROTECTION.** If an eviction becomes necessary for an Occupant placed by SMPM at your property, SMPM will cover the legal expense of the court filing fees, service of court documents, attorney fees, court fees, and sheriff fees, up to \$1000, incurred in removing the Tenant from the Property. This service is \$96, per unit, billed annually, each January and on the start month of your new contract. This program does not cover any loss of rent, property damage, lock rekeying, bankruptcy hearings, legal appeals/counterclaims by tenants, jury trials or bond for removal of Tenant belongings. It also does not cover early termination fees, Tenants vacating with a military or court order clause, abandonments, or mitigated move-outs. Any time of Agent or Agent's employee(s) expended in preparation for and or attendance of court hearings on Owner's behalf, Owner will be billed at the rate of **\$75** per hour for each hearing or litigation appointment. Owner and Agent agree that such charges will be paid by the Owner but charged to the Tenant.

**14.1** Owner acknowledges that by Opting-Out of Eviction Protection Owner is responsible for all eviction costs.

Initial here to **OPT IN** of Eviction Protection: \_\_\_\_\_

Initial here to **OPT OUT** of Eviction Protection: \_\_\_\_\_

**15. LEASE RENEWALS.** If Owner does NOT want Agent to perform a lease renewal, Owner must notify Agent in writing a minimum of 90 days prior to the lease expiration date.

**15.1** Owner agrees to pay Agent a **\$100.00** fee for each time a Tenant renews or extends a lease on the aforementioned Property, to be billed only after a new lease or existing resident signs the renewal addendum to the existing lease.

**16. RENT READY CONDITION.** Management expect that all properties that enter our portfolio to be "Rent Ready". However, Management may assist in the first make-ready to remedy any items that are not to Agent's standards and or needs completed prior to marketing/renting. This administrative service is billed at **10%** of each

invoice for coordinating with the vendors, scheduling, overseeing and paying for the work that is performed.

**17. PROFESSIONAL CLEANING AND CARPET CLEANING.** At the expense of the Owner, Owner agrees to a professional cleaning and carpet cleaning of the Property prior to listing the property for rent.

**18. OWNERSHIP.** Owner warrants that Owner is the sole owner of the Property or has unconditional authority to execute this Agreement on behalf of any Co-Owner. Any individual Owner shall have authority to hereafter take action and enter into further agreements with Agent on behalf of all Co-Owners.

**19. HOLD HARMLESS.** Owner agrees to hold the Agent harmless from all claims, lawsuits and the like made in connection with the Agent of the herein described Property including any injury suffered by any employee or other person whomsoever, and to carry, at Owner's sole expense, adequate public liability insurance and to name the Agent as co-insured. Owner further agrees that Agent shall not be liable for any error of judgment or for any mistake of fact or law, or for anything, which the Agent may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Agent's compensation or if Agent successfully defends any action brought against Agent by Owner, relating to the Property or Agent's management thereof, Owner agrees to pay all costs incurred by Agent in connection with such action, including reasonable attorney's fees. Owner agrees to maintain adequate fire, liability and casualty insurance on the Property for the duration of this Agreement as further detailed in the Insurance clause, listed herein. Agent shall not become an insurer of the Property and shall be held harmless for any loss or damage, either directly or consequential.

**19.1** If at any time during or after the term of this Agreement, the Property is found to be contaminated with hazardous waste, Owner agrees to indemnify and hold Agent harmless from all claims, demands, actions, liabilities, cost expenses, damages and obligation of any nature arising from or as a result of said hazardous waste. The foregoing indemnification shall survive the termination or expiration of the Agreement.

**19.2** Agent shall not be liable for any damage to the Property caused by Tenants, vandals or others. Agent shall not be liable for any loss or damage to any personal property of Owner.

**20. PERSONAL PROPERTY.** Owner agrees to remove all personal property and belongings from the Property. Agent assumes no responsibility or management of personal property left by Owner at Property.

**21. KEYS AND CONTROLS.** Owners are not authorized to have or keep keys to the Property during the life of this Agreement. Agent at the expense of Owner will require all locking door knobs and dead bolts on the Property (to exclude interior bedrooms and bathroom doors) be switched over to "Smart Keys" locks within 7 days of the start of this Agreement or upon the next vacancy period.

**21.1** Should Owner choose not to convert to Smart Key locks, Owner still agrees all key locking door knobs and dead bolts on the Property (excluding interior bedroom and bathroom doors) be re-keyed at Owner's expense within 7 days of the start of this Agreement, whether the Property is vacant or not, and therefore Owner chooses to be responsible for all re-keying/locksmithing charges between Tenants and/or vacancies.

**22. ILLEGAL USE OF DRUGS.** Owner acknowledges that state and/or federal laws may allow said governments to confiscate real or personal property, which is used in connection with the use of illegal drugs. The Agent's rental lease states "It is hereby understood by the Tenant that any illegal use or dealing of drugs or controlled substances is a breach of the rental agreement and will result in your eviction from the Property". The purpose of this clause is to allow the Agent to evict Tenants from the Property upon the Agent being duly informed or learning of such illegal activities; however, it is understood by the Owner that the Agent may not learn of such illegal activities until after the Property has been confiscated, and that the Owner hereby holds the Agent harmless from all damage suits in connection with the confiscation of their property when the Property is being used for such illegal activities.

**23. DATA AND RECORDS.** Owner agrees to make available to Agent all data, records and documents pertaining to the Property, which the Agent may require to properly exercise its duties hereunder.

**24. INSURANCE.** Owner shall obtain the following insurance at the expense of the Owner, and such insurance shall be maintained in force during the full term of this Agreement.

**24.1** Comprehensive public liability property insurance of at least \$300,000 single limit for bodily injury, death, and property damage; all insurance maintained by Owner shall name Smart Move Property Management, Inc as a co-insured.

**24.2** Fire and extended coverage hazard insurance in an amount equal to the full replacement cost of the structure and other improvements situated on the property.

**24.3** Within fourteen (14) days from the date of this agreement, Owner shall deliver certificates evidencing such insurance coverage to Agent. Agent shall receive thirty (30) days written notice prior to cancellation of such insurance policies. If Owner fails to obtain insurance as required by this Agreement, Agent may, but shall not be obligated to, purchase said insurance. If Agent purchases insurance because of Owner's failure to do so, Owner shall reimburse Agent for the cost of procuring such insurance within seven days after written demand by Agent for reimbursement.

**25. MORTGAGE PAYMENTS.** Owner agrees that the Property is not subject to current legal action or foreclosure. Owner agrees to keep any and all accounts associated with the Mortgage, Lines of Credit to said Property, property taxes, association fees and or any other obligations which could lead to a foreclosure action against said Property current at all times during this Agreement. Owner agrees to notify Agent if such payments are not current. If Agent is made aware of any such default and or a foreclosure is a real possibility, in Agent's sole opinion, Agent may terminate this Agreement. If Agent chooses to terminate the Agreement on this basis, Owner remains responsible for any outstanding balances owed and future Management fees owed to Agent.

**26. FORECLOSURE.** Should Agent be notified that a foreclosure action has been initiated against the Property, Owner authorizes Agent to freeze all Owner related funds and Agent will not make any further disbursements to Owner. Owner will have thirty (30) days to correct and make all obligations current. Should Owner fail to stop the foreclosure process, Owner authorizes Agent to release the Tenant from their Rental Agreement and all future rental payments, refund the security deposit to the Tenant, and deduct from Owner's funds on hand all amounts due to Agent and or Tenant including, but not limited to, any refund to Tenant of prorated rents or expenses and all management fees and other fees as described within this Agreement.

**27. LIENS.** Owner agrees to keep Property free and clear of any tax or mechanic's liens. If Agent is made aware of such a lien, Agent reserves the right but is not obligated to negotiate and or make payments to such lien holder on behalf of Owner.

**28. LEAD BASED PAINT DISCLOSURE.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlord and owners must disclose the presence of know lead based paint.

Owner's Acknowledgement relating to the Property **(Initial all Applicable)**

- 28.1 Known lead-based paint/hazards are present \_\_\_\_\_
- 28.2 Has provided lead based/hazard records \_\_\_\_\_
- 28.3 Has no knowledge of lead-based paint/hazards \_\_\_\_\_
- 28.4 Has no records pertaining to lead based paint/hazards \_\_\_\_\_

**29. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS.** At the expense of the Owner, smoke detectors and carbon monoxide detectors will be installed if not already present. Smoke detectors will be installed in a minimum of each bedroom. Carbon monoxide detector(s) are to be installed between bedrooms, with at least one on each level.

**30. COMMUNICATION WITH TENANTS.** Direct communication between Owners and Tenants regardless of form (verbal, text, mail, email, phone, or the like), is strictly prohibited and can be cause to termination of the Management Agreement, at Agent's discretion.

## OTHER TERMS

**31. NORMAL WEAR AND TEAR DEFINED.** Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse or abuse of the premises or contents by the tenants, their family or guests. Owner understands that some "wear and tear" expenses will occur and that these costs cannot be charged to a Tenant and realizes Owner will incur these expenses. Upon renting, the law recognizes the property as a business and requires Owner to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property.

**31.1** For the purposes of this Agreement, Agent will consider to include but is not limited to the following items as normal wear and tear: Nail holes (non-excessive in Agent's sole opinion) used to hang pictures, minor spot painting between tenants, traffic wear in carpet, carpet replacement after 5 years, scuffed hardwood floors, sometimes minor cleaning between tenants, worn toilet seats, re-keying or replacement of worn locks, blind replacement due to sun damage or paint flaking, caulking or any other preventative

maintenance.

**32. YARD CARE.** Agent does not provide yard care services. Yard care is considered to include but is not limited to weeding of planters, trimming of grass, edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of any automatic timers for irrigation/sprinkler system, the maintenance or repair of irrigation/sprinkler systems, or the removal of garbage, debris and animal feces. Owner must indicate on your property intake form who is to care for the yard, whether it is the Tenant, HOA, or the Owner themselves. Agent agrees to inspect the exterior yard during its random property surveys and notify either the tenant or the independent contractor of deficiencies, however, at no time is Agent responsible for the care of the yard for the Property. If Owner indicates that the yard care is performed by the Tenants, either the Owner or independent contractor assumes responsibility for yard care between tenancies.

**33. MANAGEMENT SERVICES DO NOT INCLUDE:** Agent under this Agreement does not include showing the property to real estate agents, inspectors, appraisers, or prospective buyers while the property is for sale, providing on-site management, property sales, refinancing, preparing Property for sale or refinancing, meeting or accompanying vendors to a property, meeting at the property to receive deliveries, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects, obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, or attending Owner's association meeting, or any other required or owner-directed on-site activities, and the like. If Owner desires Agent to perform services not included in normal property management or specified above, an oversight service fee of **10%** of the invoice or **\$50/hr**, whichever is greater, is hereby agreed upon.

**34. TERMINATION BY OWNER.** If Owner cancels this contract for any reason during the initial term, except in cases of willful misconduct or gross negligence, Owner agrees to pay the Agent a **\$250** fee plus an administrative fee of **10%** of the actual or projected rent for the remainder of the initial term, or **\$500**, whichever is greater, whether or not the Property is leased or rented. Minimum termination fee shall be **\$500**.

**34.1** Agent shall have the right to retain possession of all keys, Leases and any other documentation in its possession or that may have come into its possession as an agent for the Owner until Agent receives full payment of all monies due to Agent from the Owner.

**35. SELLING THE PROPERTY.** If the Property is sold within the initial term of this Agreement, unless otherwise agreed upon by both parties, Owner agrees to pay Agent an administrative fee of **\$250** fee plus an administrative fee of **10%** of the actual or projected rent for the remainder of the initial term, or **\$500**, whichever is greater, whether or not the Property is leased or rented. Minimum termination fee shall be **\$500**. Owner agrees to provide Agent proof from a title company that the Property is sold in any event.

**35.1** Agent reserves the right to terminate Management Services immediately if the home is going to be listed for sale or sold during an Occupant's tenancy.

**36. TERMINATION BY AGENT.** Agent reserves the right to terminate this Agreement with thirty (30) days written notice to Owner at any time, or, immediately with written or verbal notice, if in the sole opinion of Agent's or Agent's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenant's or other persons, interfere with this Agreement, code violations occur on the property, a foreclosure action is filed against the Owner or Owner is delinquent in the payment of any taxes, fees, assessments, bills, fines or any other financial obligations related to the property or the Agent. Agent may at its option continue to hold Owner liable for any commissions due, fees due, or monies owed, if the tenant remains in the property after such termination by Agent, payable upon termination. If termination occurs, Owner shall immediately provide Agent with a bank account for Agent to transfer any deposits held on behalf of the tenant.

**37. OWNER DELINQUENCY.** If Owner's account is overdrawn for any reason, Owner agrees to pay the overdraft prior to the 25th day of that month or within ten (10) days after notification; otherwise Agent will no longer be obligated to pay any bills on behalf of Owner until said overdraft is corrected by Owner. Delinquent accounts will be charged interest at the rate of eighteen (18) percent per annum on any unpaid balance. The monthly statement of income and expenses indicating a deficient Owner balance shall be sufficient notice to Owner of balance due. Owner agrees to pay all outstanding balances within thirty (30) days of termination of Agreement.

**38. COLLECTIONS.** In the event that the Owner becomes delinquent and payment is not made on amounts owing under the terms of this Agreement, and any balance is placed with a licensed collection agency, Owner agrees to pay the fees of the collection agency, which is theretofore agreed to be 50% of the outstanding balance at the time the account is placed for collections. The 50% collection agency fee will be calculated

and added at the time the account is placed for collections.

**39. BINDING EFFECT.** This Agreement shall be binding upon the successors and assigns of the respective parties hereto, including their separate and community estates, heirs, executors, administrators, and representatives. Agent may change the terms under which Agent is willing to provide service in the future under the Agreement but only by giving at least 30-days advanced written notice to Owner.

**39.1** Should any Section or any part of any Section of this Agreement be rendered void, invalid or unenforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other Section or any part of any Section in this Agreement.

**40. LEGAL COSTS AND ATTORNEY'S FEES.** If legal proceeding are brought as a result of a dispute under this Agreement or any other transaction related to or contemplated by this Agreement, Agent will be entitled to recover from Owner all costs of such proceeding and reasonable attorney's fees.

**41. JOINT AND SEVERAL.** All Owners executing this Agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, or signature of, any one or more of the Owners regarding any term of this Agreement, its extension, renewal, or termination is binding on all Owners.

**42. SEVERABILITY.** If a court finds any clause in this Agreement invalid or unenforceable, the remainder of this Agreement will not be affected, and all other provisions of this Agreement will remain valid and enforceable.

**43. HOME WARRANTIES.** Under no circumstances will Agent agree to work with or honor any Home Warranty programs.

**44. PROPERTY OWNER'S HANDBOOK.** Because it is not practical to place all of Agent's polices and methods of leasing and management within the body of this Agreement, Agent has created a living Addendum called the "Owner's Handbook" outlining Agent's methodology, pricing, policies and practices for Owner's review, which is available for viewing at [www.smartmovepm.com](http://www.smartmovepm.com). Owner hereby acknowledges that this Agreement coincides with it upon commencement. Owner also acknowledges that they have received, read, understand, and agree to the Agent's method's pricing and policies as outlined and updated in the Owner's Handbook. Agent reserves the right to change, modify, expand or delete any or all of the Owner's Handbook at any time and without notice.

**45. SERVICE ANIMALS.** Owner understands that state and federal law govern "service animals" and "emotional support animals (ESA's)", and those animals are NOT legally considered pets, and therefore pet policies, pet rent and pet deposits do not apply.

**46. SPECIAL POWER OF ATTORNEY.** Owner gives Agent non-revocable "SPECIAL POWER OF ATTORNEY" for the purpose of executing all leases, screening, to demand and collect all rents, renewals, modifications, enforcing the lease, terminations, negotiating settlements and payment arrangements, engaging contractors, initiating new policies and or pricing initiating repairs and collections all at the sole discretion of the Agent. Owner shall be jointly and severally liable for all obligations in such documents. Giving and granting to said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated Property as fully to all intents and purposes as the Owner might or could do if personally present, and hereby ratifying and conforming all that said attorney shall lawfully do or cause to be done by virtue of these presents.

The parties agree that this Agreement has been entered into in the State of Idaho that that the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder.

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

Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Smart Move Property Management: \_\_\_\_\_ Dated: \_\_\_\_\_