



*Mailing Address: PO Box 3385  
Aiken, SC 29802*

*Physical Address: 205 Barnwell Ave  
Suite 204 Aiken, SC 29801*

*Telephone: (803) 643-0104*

*Email: [fineproperties@bellsouth.net](mailto:fineproperties@bellsouth.net)*

*Email: [cheriespivey@aol.com](mailto:cheriespivey@aol.com)*

*Fax: (803) 649-1701*

*Cell: (803) 645-1568*

*Cell: (803) 270-0523*

Re: Residential Management Documents

Dear Owner,

Upon review, if you would like to move forward with Fine Property Management managing your rental property, please complete the following documents where it says "Owner".

**Residential Management Agreement:** Initial the bottom of each page with full signature(s) on Page 4. If you have special stipulations (item 15 on Page 4) please complete, e.g. no more than 4 people, no more than 2 unrelated persons, etc. Complete the Owner information on Page 3.

**Lead Based Paint:** If the property was built prior to 1978 you will initial (a) and if you have records which we need to pass along to the tenant(s), please enclose them and initial (b). If the home was built after 1978, you will only sign this document as the home does not have lead based paint. Your tenant will be acknowledging that they have received the appropriate pamphlets from us as required by law regarding this issue. Please sign your name(s).

**Bedbug Addendum:** Due to the increase in bedbugs in South Carolina, it is now necessary to implement the attached document. This document will also be signed by each tenant when they move into your rental home. Please sign your name(s).

**Rental Property Profile:** Please fill out this very important document as much as possible. "Special Features" indicates what you think are the outstanding features of the home. "Special Terms and Conditions" this indicates no pets, pets OK, no more than #? Person's, etc. Please sign your name(s).

**W9:** Complete and sign.

**Dear Landlord:** We would appreciate your filling in as much information as possible **as a copy of this document is given to your tenant(s)** to help them with moving into the home and cuts down on repeated telephone calls to you! If you have a repair person you would prefer to use, please be sure you include their name and number of the individual so that I can include this information in your file. If none, the decision will be mine depending upon the type of repair or maintenance needed for the problem.

**REMINDER:** Please enclose a **current** copy of the insurance policy for the property when returning your signed documents as I am required to have this document in my file **prior to placing a tenant in the home. The insurance policy should state Fine Property Management as an interested 3<sup>rd</sup> party (more commonly referred to as the “deck page”)**. Your insurance agent will be familiar with this request and can also forward a copy to me or you can have insurance agent contact me and I will handle this request through them.


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*As a courtesy to our homeowners and if you prefer, we will deposit your rental funds into your bank account (which must be located in Aiken such as, Bank of America, Wells Fargo, Security Federal Bank, First Citizens, Regions Bank, SRP, South State Bank or CCNB. **Once deposited, you will be sent the deposit slip with a monthly statement. The only requirement for this service, is that you forward twelve (12) pre-printed deposit slips when you return the signed management documents to me (they will be in the back of your check book).***

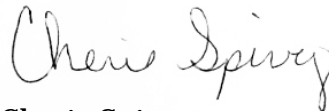
**Please be advised that the S.C. Real Estate Commission rules and regulations do not allow me to advertise or place the property on the MLS service or show property to prospective tenant(s) until ALL the documentation is in my file (particularly a current insurance policy listing Fine property Management as an interested 3<sup>rd</sup> party for the property) as I can be heavily fined by the State if I do.**

If you have any questions, please feel free to contact me at any time on at (803) 645-1568 or Cherie Spivey at (803) 270-0523. I look forward to working with you.

Yours truly,



Debbi Fine  
Property Manager In-Charge



Cherie Spivey  
Property Manager

/df

Encl: Residential Management Agreement & Documents

**To Submit Your Homeowners Agreement Package:**

- 1. SAVE A COPY** to your computer.
- 2. PRINT A COPY** for your records.
- 3. EMAIL** the saved file **AS AN ATTACHMENT** to [fineproperties@bellsouth.net](mailto:fineproperties@bellsouth.net).



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## **HOMEOWNER CHECK OFF LIST**

**PLEASE INITIAL EACH ITEM AS YOU SIGN IT.**

- Residential Management Agreement**
- Lead Based Paint Agreement**
- Bedbug Addendum**
- W9**
- Insurance Policy** *(if not available, please contact your Insurance Agent to mail it to me as quickly as possible)*
- Rental Property Profile**
- Dear Landlord**



RESIDENTIAL MANAGEMENT AGREEMENT

This agreement is made by and between Fine Property Management hereinafter referred to as BROKER and, hereinafter referred to as OWNER to secure the services of BROKER in the management of real property known as: hereinafter referred to as the PREMISES, for a period beginning on , and ending on , and subject to the following terms and conditions.

1. APPOINTMENT AND AUTHORITY OF BROKER

- a. OWNER hereby appoints BROKER as the sole and exclusive BROKER to rent, lease, manage, collect and receipt for rents and operate the PREMISES. The OWNER, however, retains the right to make all management decisions concerning establishing parameters for new tenants, rental terms, and capital or repair expenditures in excess of \$ in any [ ] month [ ] year and must advise BROKER of these terms at onset of Agreement.
b. BROKER is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant.
c. It is agreed that the BROKER is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this agreement, even if said lease was negotiated by the OWNER or any other party. BROKER shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this agreement if the tenant was introduced to the PREMISES by BROKER.

2. TERMS: IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BROKER, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 5.

In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this Agreement, or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party of such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the premises through the efforts of BROKER. If the PREMISES contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement, or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under then existing leases.

3. SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS

- a. OWNER hereby gives BROKER the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: to purchase necessary supplies; to contract for such utility services as BROKER may deem advisable; to make necessary repairs to the PREMISES without the express written consent of OWNER, limited to \$ in any [ ] month [ ] year, and to make Owner authorized alterations and decorations. In addition to other authority of BROKER, BROKER may pay or incur without limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of the BROKER, such repairs are necessary to protect the property from damage or maintain services to the tenants as called for in state law or Rental Agreement. BROKER is authorized on behalf of OWNER to hire, discharge, supervise and pay any employees or contractors for work performed. All providers of services shall be deemed to be acting on behalf of the OWNER and not the BROKER. BROKER will not be liable to the OWNER or others for any act, default or negligence on the part of such persons, contractors or other workmen, providing BROKER has taken reasonable care in engaging them or their employers.
b. A Reserve Fund will be established and maintained from property proceeds in the amount of \$ , to be paid (a) from first rental payments, or (b) \$ per month from rental proceeds.

4. BROKER'S RESPONSIBILITIES

- In addition to the foregoing, the BROKER will perform the following functions on OWNER'S behalf:
a. Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the OWNER, but BROKER does not guarantee the payment of any tenant's rent;
b. Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, BROKER's compensation; and remit balance of rent to OWNER at OWNER'S address set forth in Paragraph 9 with a written statement within 30 days of rent receipt, indicating said receipts and disbursements; and

[ ] OWNER, [ ] OWNER AND [ ] BROKER HAVE READ THIS PAGE. Form 430 PAGE 1 OF 5

c. Collect and place into escrow accounts, as required by law, security deposits under any lease. BROKER is authorized to disburse the security deposit at such times and to such persons as BROKER shall in good faith believe to be entitled to such funds in accordance with the South Carolina laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission belong to BROKER.

5. **BROKER'S COMPENSATION**

In consideration of the services rendered by BROKER, OWNER agrees to pay BROKER the following forms of compensation:

- a. FOR SET-UP/ORIGINATION - a fee of \$ \_\_\_\_\_ to be paid at the time of execution of the contract.
- b. FOR MANAGEMENT - a fee equal to \_\_\_\_\_ % of gross receipts collected including all sums collectible under any leases, with a minimum monthly fee of \$ \_\_\_\_\_ .
- c. FOR LEASING - a fee equal to \_\_\_\_\_ % of the first full month's rent for each new tenant's lease shall be paid to BROKER, in addition to the management fee provided for in paragraph 5b above, but shall not be payable in connection with renewals.
- d. CHARGES TO TENANTS - Late Rent Administration Charge, Returned Check Charges, Releasing Administration Charge and application fees paid by tenants under any lease are the property of BROKER to offset expenses in enforcing the respective provisions unless otherwise stipulated in paragraph 15.
- e. SALE TO TENANT. If a sale or exchange of the PREMISES to the Tenant, or to anyone acting for or on behalf of a tenant or to any member of a tenant's immediate family is contracted for or effected during the term of this Management Agreement or within \_\_\_\_\_ months of its termination, the BROKER will be paid by the OWNER promptly a commission of \_\_\_\_\_ % of the sales price, if the BROKER has a valid South Carolina real estate license for the sale of real property in effect on the date such sale or exchange is closed.
- f. SUPERVISION OF RESTORATION/IMPROVEMENTS; BROKER shall be paid \_\_\_\_\_% of the cost of any and all new construction, substantial repairs and capital improvements made to premises during the term of this agreement in excess of \$ \_\_\_\_\_ , provided that BROKER receives written authorization from OWNER for each specific project. Any such construction shall be scheduled, coordinated supervised by BROKER on behalf of OWNER. No fee will be charged for routine maintenance and repairs.
- g. OWNER further agrees to pay BROKER actual costs for advertising or not more than \$ \_\_\_\_\_ per \_\_\_\_\_ , and for all long distance phone calls and other out-of-pocket expenses actually and reasonably incurred in connection with said PREMISES.

6. **BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

7. **BROKER LIABILITY LIMITATION:** *Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.*

8. **INDEMNIFICATION**

OWNER agrees (a) to indemnify, defend and save the BROKER harmless from all loss, expense, damage, claim suits and costs whatsoever (including without limit attorney's fees and expenses) incurred and arising from performance or attempted performance by BROKER of its duties and powers hereunder whether for personal injury

and/or property damage suffered by any person whomsoever on or about the PREMISES or otherwise, and (b) to carry at OWNER'S expense liability insurance of at least \$300,000 to protect the interest of the parties hereto. Policies shall be so written as to protect the BROKER in the same manner and to the same extent as they protect the OWNER, and will name the BROKER as an additional insured or certified holder of the policy. The BROKER also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which BROKER may do or refrain from doing, hereinafter, except in cases of willful misconduct or gross negligence. The BROKER shall not be responsible for any damage to the PREMISES, under any circumstance, by the tenant or others.

9. **LEGAL PROCEEDINGS**

BROKER is empowered to sign and/or cancel leases on OWNER'S behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to dispossess tenants, and other persons, including without limit institution of eviction proceedings in the name of and on behalf of OWNER. BROKER may select the attorney of BROKER'S choice to handle any such matters and incur court costs at owner's expense. BROKER is not responsible for defending owner against any claim brought in a proceeding or court action.

10. **BINDING AUTHORITY**

This agreement shall be binding upon the successors and assigns of BROKER, and upon the heirs, administrators, executors, successors, and assigns of OWNER.

11. **COMMUNICATIONS/NOTICE**

Owner agrees to receive any and all communications from Broker at the address, phone and fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at following addresses.

BROKER

OWNER

Fine Property Management

P.O. Box 3385

Aiken, SC 29802

Phone: Debbie: (803) 645-1568 / Cherie: (803) 270-0523

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

Fax: (803) 649-1701

Email: \_\_\_\_\_

Email: Debbie: fineproperties@bellsouth.net

SS/ID# \_\_\_\_\_

Cherie: cheriespivey@aol.com

*(I understand that by typing my full name I am electronically signing this document.)*

12. **OWNER REPRESENTATIONS AND WARRANTIES**

a. OWNER represents and warrants to the BROKER that, to the best of OWNER'S knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES other than \_\_\_\_\_

\_\_\_\_\_, that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable laws, statutes and governmental rules and regulations; that the OWNER will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

b. OWNER declares that all mortgage payments have been made and account is current.

c. OWNER warrants that there are operating smoke detectors on the premises.

13. **LEAD-BASED PAINT DISCLOSURE**

For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure") must be signed by OWNER and attached to this agreement. OWNER represents that either (1) the improvements on the property were all submitted, commenced, and constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. OWNER agrees to provide BROKER with any such additional information or reports as may come to OWNER'S possession during the term of this agreement. OWNER acknowledges that BROKER has informed OWNER of the OWNER'S obligations to provide a tenant of the property with the pamphlet "Protect Your Family From Lead in Your Home," to provide information to a Tenant of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582 (d), as amended.

14. **FORCE MAJEURE**

Any delays in the performance of any obligation of BROKER under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of BROKER, and any time periods required for performance shall be extended accordingly.

15. **PAYMENT FROM OWNER'S FUNDS**

BROKER shall have no duty to expend BROKER's individual funds in fulfillment of BROKER's responsibilities under this agreement. All payments required or permitted to be made by BROKER shall be made from OWNER'S funds. OWNER agrees to deposit with BROKER promptly on demand such funds as may be necessary in BROKER's reasonable judgment for performance by BROKER as provided in this Agreement.

16. **AVAILABILITY OF TENANTS**

BROKER shall make a good faith effort to obtain tenants for the PREMISES, but BROKER makes no guarantee that tenants can be found.

17. **OTHER STIPULATIONS**

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18. **ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

19. **MEDIATION CLAUSE:** Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-803-772-5206). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial 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 right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

20. **SURVIVAL**

Indemnification and other provisions of this Agreement which benefit BROKER shall survive any termination of this Agreement.

21. **FACSIMILE AND OTHER ELECTRONIC MEANS**

The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

22. **SEX OFFENDER/CRIMINAL INFORMATION**

Owner agrees that Brokers/Property Managers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers/Property Managers for failure to obtain or disclose sex offender or criminal information. Owner agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Owner may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

**WHEREFORE**, the parties have executed this Residential Management Agreement or caused the same to be executed by their authorized representative.

**THIS AGREEMENT** supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties.

*(I understand that by typing my full name  
I am electronically signing this document.)*

\_\_\_\_\_  
Property Manager

*(I understand that by typing my full name  
I am electronically signing this document.)*

\_\_\_\_\_  
Property Manager in Charge

*(I understand that by typing my full name  
I am electronically signing this document.)*

\_\_\_\_\_  
Owner

*(I understand that by typing my full name  
I am electronically signing this document.)*

\_\_\_\_\_  
Owner

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR RESIDENTIAL RENTAL AGREEMENT**

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

**Lead Warning Statement**

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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Landlord Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

\_\_\_\_\_ (c) Tenant has received copies of all information listed above.  
\_\_\_\_\_ (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Landlord (I understand that by typing my full name I am electronically signing this document.)      Date      Landlord (I understand that by typing my full name I am electronically signing this document.)      Date

\_\_\_\_\_  
Tenant (I understand that by typing my full name I am electronically signing this document.)      Date      Tenant (I understand that by typing my full name I am electronically signing this document.)      Date

\_\_\_\_\_  
Agent (I understand that by typing my full name I am electronically signing this document.)      Date      Agent (I understand that by typing my full name I am electronically signing this document.)      Date

## BEDBUG ADDENDUM

In reference to the Residential Rental Agreement for real property commonly known as: \_\_\_\_\_ the undersigned Parties, do hereby agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2022:

The persons and property of both parties have been free of any known bedbug presence during their ownership or competently treated to remove all known bedbugs and their eggs which can lie dormant for over six months.

The parties recognize that controlling bedbugs requires cooperation and only professional treatment. Attempted self treated may spread the bedbugs in the property and to adjacent properties. This can make professional treatment more difficult and expensive. Parties agree **NOT** to perform self treatment on the property for bedbugs.

The parties agree to notify **Fine Property Management** in writing as soon as possible but not later than 7 calendar days after seeing any sign of bedbugs on the property (personal injuries, sightings, or other evidence). Bedbugs typically live in bedding and feed on sleeper's blood so signs may appear in bedding or on the person. Failure to provide this notice is a breach of this agreement.

The tenant(s) agree to be aware of bedbugs, sign of bedbugs, risks of bedbugs, prevention of bedbugs, treatment of bedbugs, etc. Bedbugs typically live inside mattresses and box springs. At night, bedbugs follow human exhaled carbon dioxide to feed on sleeper's blood. Bedbugs resemble fleas, ticks, or small roaches during their life cycle.

The tenant(s) shall cooperate with bedbug prevention and professional treatment protocols for the property. Tenant(s) shall remove or dispose of their personal property until professionally treated and shall obtain professional medical treatment for bite injuries on their person and shall be responsible for these costs. Tenant(s) performing regular vacuuming, regular home cleaning, encapsulating bedding, and hot laundering followed by heated mechanical drying may reduce the risk of bedbugs.

The parties agree not to engage in actions understood to be counter to the prevention of bedbugs such as bringing untreated used personal property onto the property without knowing the personal property to be free of known bedbug presence. High risk items include: used untreated furniture, used untreated clothing/linen, luggage not protected from bedbugs during travels, etc.

The parties agree to make reasonable efforts to ensure that their guests, occupants, employees, agents, contractors, relatives, and invitees comply with these bedbug preventions, reporting, and treatment protocols.

Upon notice of bedbugs, **Fine Property Management** shall obtain professional bedbug inspection and necessary treatment of the property in a reasonable time. **Fine Property Management** and the **Homeowner** shall determine the professional treatment providers, the type of treatments, the necessity of treatments, the necessity of repeat treatments, and if common areas or adjacent properties should be noticed and/or treated.

The tenant(s) shall cooperate in the professional bedbug treatment of the property including clearing furniture from baseboards and walls, removing personal property during treatment and obtaining professional bedbug treatment of personal property before return, etc. (tenants will provide a copy of a paid receipt for appropriate company/business). The property may need to be temporarily or permanently vacated of all persons and personal property due to professional treatment. Tenant(s) are responsible for all costs associated with the prevention and extermination of bedbugs and for their own moving, storage, and housing costs during professional treatment.

If the tenant(s) fail to remove or obtain required treatment of personal property or cooperate with the professional treatment protocol for the property in a reasonable time, the homeowner(s) may terminate the lease with a 30 calendar day notice or seek legal remedies including ejection proceedings for breach of this agreement.

If the tenant(s) are uncooperative or absent for any reason longer than 8 calendar days after confirmed bedbug infestation, tenant(s) consent to allowing the home owners and professional bedbug exterminators to treat any property as required.

If additional treatments are necessary, this agreement remains in full force and effect and all legal remedies remain available including ejection for failure to comply with any provisions of this agreement.

The parties understand that it may be difficult to determine the cause of the bedbug infestation or require experts. Parties should provide themselves with adequate funds to cover the costs and damages related to bedbugs (bedbug treatment, medical care, temporary housing, temporary storage, time and effort required to comply with this agreement, replacement of personal property, distress, or other proximate damages) in situations where cause cannot be determined.

The parties stipulate that the assertion of bedbug infestation does not constitute a breach of warranty of habitability, a breach of warranty of quiet enjoyment, a violation of any nuisance provision of this lease or law, negligence, harassment, trespass, constructive eviction, infliction or emotional distress, battery, or a violation of housing/health codes.

The parties agree to indemnify any property management brokers, agents, principals, employees, contractors, etc. for any costs, legal fees, damages, fine, judgments, settlements, claims, liabilities, injuries, expenses, and attorney fees arising out of or otherwise related to any assertion of bedbug infestation. **TENANTS ARE RESPONSIBLE FOR ANY COSTS TO TREAT OR MOVE OR STORE OR SEAL OR DISPOSE OF OR REPLACE PERSONAL PROPERTY.** Any portion of this agreement can be severed to preserve the remainder.

The herein agreement, upon its execution by all parties, is made an integral part of the aforementioned Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties.

**HOMEOWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

**HOMEOWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

**PROPERTY MANAGER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*



# RENTAL PROPERTY PROFILE

1. The Owner whose name appears on the line below will be the party authorized to transact on behalf of all owners any business concerning the property managed by Fine Property Management , Broker. Social Security Number(s) or Tax Identification Number(s) to be used by Broker in filing all returns should appear below.

2. Name \_\_\_\_\_ Business Phone \_\_\_\_\_  
Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. All Other Owners:  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_

4. Mailing and/or Service Address of Rental Property: \_\_\_\_\_  
County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5. Rental Rate for Property \$ \_\_\_\_\_ Is rate negotiable? \_\_\_\_\_ Range \_\_\_\_\_

6. Description of Rental Property: House  Townhouse  Condominium  Apartment  Duplex   
Furnished  Unfurnished  Heated Sq. Ft. \_\_\_\_\_ Garage  No. of vehicles \_\_\_\_\_ Carport   
# Bedrooms \_\_\_\_\_ # Bathrooms \_\_\_\_\_ Air: Central  Units \_\_\_\_\_ Heat  Stove  Refrigerator   
Ice maker  Washer  Dryer  Dishwasher  Disposal  Microwave  Pool  Porch   
Screened Porch  Deck  Fenced Yard

Special Features: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.	<u>UTILITIES &amp; SERVICES</u>	<u>OWNER RESPONSIBLE</u>	<u>TENANT RESPONSIBLE</u>
	Telephone		
	Electric		
	Water & Sewer		
	Garbage Pickup		
	Cable TV		
	Maintenance of Grounds		
	Gas		
	Other		

8. If property is furnished, please attach a complete inventory of all furnishings.

9. Lock Box: The owner hereby authorizes Broker to deduct a  refundable  non-refundable deposit of \$ \_\_\_\_\_ for a lock box to be placed on the rental property.

10. Owner authorizes Broker to place a "for rent" sign on the rental property. Yes  No

11. Special Terms and Conditions:

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Fine Property Management

Property Management Firm \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

By:

Agent \_\_\_\_\_ Date \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

Owner \_\_\_\_\_ Date \_\_\_\_\_  
*(I understand that by typing my full name I am electronically signing this document.)*

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# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

► **Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
		<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
		<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p><b>6</b> City, state, and ZIP code</p>	
		<p><b>7</b> List account number(s) here (optional)</p>	

**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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

<b>Social security number</b>									
							-		
							-		
<b>or</b>									
<b>Employer identification number</b>									
							-		

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	<p><i>Signature of U.S. person</i> ► _____</p> <p><small>(I understand that by typing my full name I am electronically signing this document.)</small></p>	<p><b>Date</b> ► _____</p>
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding**, later.

Dear Landlord,

To better serve your new tenant it is very important that you complete this document to help them to get familiarized with their new home (these are some of the most asked questions. This document will be given to your tenet when moving into the home.

**PLEASE CHECK THE APPROPRIATE BOXES TO ALL ITEMS. THANK YOU.**

**Electric:**            \_\_\_ SCG&E (800) 251-7234  
                             \_\_\_ Aiken Electric Co-op (803) 649-6245

**Gas:**                 \_\_\_ SCE&G (800) 251-7234

**Propane Gas:** Provide company name and phone number:

Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Water Source:**    \_\_\_ City of Aiken (803) 642-7603        \_\_\_ Well        \_\_\_ Septic  
                             \_\_\_ Breezy Hill Water (803) 663-6455        \_\_\_ Valley Water (803) 593-2053

**Sewer Source:**    \_\_\_ City of Aiken (803) 642-7603        \_\_\_ Cesspool

**Garbage Pickup:** \_\_\_ City of Aiken (803) 642-7603

*(This service fee is included in your water bill if you live within the city limits.)*

County Residents, please contact Tyler Sanitation at (803) 648-6714. Tenant responsibility for payment is approximately \$18/month.

**WHAT DAY IS GARBAGE PICKUP?** \_\_\_\_\_

**IF MAIL IS NOT DELIVERED TO THE HOME, INDICATE BOX NO. & LOCATION OF MAIL PICKUP:** \_\_\_\_\_

**Schools:** List schools for this rental property: \_\_\_\_\_

Do you have a **Home Warranty Program** covering repairs in your home? \_\_\_ Yes \_\_\_ No

If yes, give company name, phone number and a contract number. We will take the service call fee from your monthly statement.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Do you have a **Pest Control** contract? If yes, provide name & phone number:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Cable/Internet:** Is the home cable/internet and wireless ready?  Yes  No

**Floors:**  Hardwood  Tile Can they be waxed?  Yes  No (If no, the floors will be mopped or vacuumed.)

**Ceramic Terrazzo Tile:** Does the tile require any “special” cleaning care?  Yes  No

If yes, please explain: \_\_\_\_\_

Do you have your own **maintenance/repair/lawn professional** that you would like us to contact?

Yes  No (if yes, please provide name and phone number.)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Fire Extinguishers:** Location(s) in the home: \_\_\_\_\_

If none are in the home at the time the tenant moves in, we will supply and install them and bill you through your monthly income.

**Smoke Detectors:** Location(s) in the home: \_\_\_\_\_

If none are in the home, see above.