

BIRCHWATER PROPERTY MANAGEMENT SERVICES

Birchwater Property Management offers two types of property management: Placement Only or Full Property Management.

Placement Only Agreements

This type of management involves a leasing fee, which is the equivalent of one month's rent. For this fee you will receive the following services:

- Run a rental ad on rental property sites including Zillow, Trulia, Apartments.com, Hotpads.com, and Craigslist.
- Handle all property showings
- Process rental application, including credit check, rental references and job verification - to be presented to the owner for approval or rejection.
- Lease preparation
- Manage tenant move-in which includes providing keys, collecting first month's rent, collecting security deposit and collecting pet fee, if applicable. Send lease and monies, minus our leasing fee to owner.

The property is then turned over to the owner and Birchwater Property Management's' responsibility is over. All tenant concerns and collection of remaining rents will be the responsibility of the owner.

Full Property Management

The management fee is 10% of the monthly rent, plus a leasing fee equivalent to one month's rent, the leasing fee is charged each time a new tenant is acquired. In addition to the services listed above under placement only, we will:

- Collect monthly rent
- Monitor payment and send 5 Day Late Rent Notice, if applicable
- Prepare monthly financial statements showing all activity on the account
- Handle all phone calls
- Provide 24 hour emergency maintenance service
- Handle all tenancy challenges and resolve problems
- Keep owner informed of all activity
- Provide information and documentation to owner for tax purposes and requirements
- Annual lease renewal for a fee of \$50.00

FULL MANAGEMENT SERVICES

MARKETING AND ADVERTISING

When a property is listed with Birchwater Property Management, it is entered on our available properties list and an advertising program is started. We post your property on the internet through a Portal that makes it available on various web sites. Also through our many years of service within the community, Birchwater Property Management has built a large number of clients, contacts, walk in customers and realtors that we draw from to place tenants in our available properties. Newspaper advertising is not included but can be made available to any owner. The cost of newspaper or other media advertising will be determined by the type of advertising requested.

QUALIFYING THE PROSPECT

An application must be completed and signed by the prospective tenant. To assess the prospect's paying habits, credit references are verified through the use of a credit reporting firm. Employment references and income are verified. Previous landlord references are contacted whenever possible. We also will do a background search for sex offenders and landlord tenant disputes. Through our resources, all applicants are carefully screened to establish that the prospect is the best tenant and has the ability to pay their rent. When our property manager evaluates the prospect's qualifications, you will be contacted to discuss the applicant and the proposed lease.

LEASE AND SECURITY DEPOSIT

A security deposit equal to one month's rent is collected. A standard lease is executed and the first month's rent will be collected for Birchwater Property Managements leasing fee . A property is removed from the market after an applicant's application has been approved and a deposit has been collected.

MOVE-IN OF TENANTS

Orientation, key distribution, and any questions are reviewed at this time. We provide the tenant with a move in checklist form which documents the condition of the property at the time of move- in. This is protection for both the owner and tenant in the event a dispute arises at the termination of the lease.

RENT COLLECTION

For full management accounts, all rents are due on the first day of each month per our standard rental agreement. On the sixth day of each month, a computer generated late notice is prepared along with an account status report. After reviewing the account, a late notice is sent to the tenant and personal contact is made to determine when payment will be received. If the tenant fails to remit payment by the end of the month, Birchwater Property Management proceeds with the necessary steps required to file action in court on your behalf. If it is necessary to retain the services of an attorney, we will cooperate fully. All legal fees are the expense of the owner.

FINANCIAL STATEMENT

For full management accounts, a statement is prepared each month detailing the financial activity. All income and expenses are listed and copies of all bills are attached to this statement, which is mailed close to the 15th of the month. A direct deposit option will be available for the local banks for a \$10 fee per month.

OWNER /CLIENT PERSONAL INFORMATION

Owner: _____

Contact Number: _____

Property Street Address _____

City, State, Zip _____

Email Address _____

Listing Agreement Date _____

Expense Approval Limit _____ (suggested: \$200.00)

Party to Receive Funds _____

Mailing Address for Owner _____

City, State, Zip _____

Deposit to Account _____ Mail Check _____

If funds are deposited: (Deposit slips are required) This service is a \$10 fee per month. Please include Bank name and account #

Direct Deposit Information _____

Routing# _____

Account# _____

Bank Name _____

Social Security # or EIN _____ (for 1099)

Full Management Contract

RENTAL PROPERTY ADDRESS:

OWNERS NAME: _____

EMPLOYMENT:

a. The Owner hereby employs the Manager exclusively to rent and manage the property upon the terms and conditions provided herein.

RELATIONSHIP:

The relationship of the parties to this agreement shall be that of principal and agent, and all duties performed by the Manager under this Agreement shall be on behalf of the Owner, in the Owner's name and for the Owner's account. In taking any action under this agreement, the Manager shall be acting only as the Agent for the Owner, and nothing in this agreement shall be construed as creating a partnership, joint venture or any other relationship between parties or as requiring the Manager to bear any portion of losses arising out of or connected with the ownership or operation of the property, the Manager shall not at any time during the period of this Agreement be considered a direct employee of the Owner. Neither party shall have a power to bind or obligate the other except as expressly set forth in this Agreement, except that the Manager is authorized to act with such additional power as may be necessary to carry out the spirit and intent of this agreement.

FINANCIAL RESPONSIBILITIES:

a. Owner requests the above stated monthly rental amount or any other amount acceptable to Owner

b. Birchwater Property Management will deposit all monies received for the security deposit on behalf of an Owner in a federally insured Connecticut bank.

c. Birchwater Property Management will provide a monthly statement detailing the amount received for rent and the amount deducted for commissions, outstanding balances, repair and maintenance expenses and any other expenses.

d. Birchwater Property Management will obtain Owner's approval for all expenditures in excess of the "Expense Approval Limit: for any single item, except monthly or recurring charges and/or emergency repairs, if, in the professional judgment of Birchwater Property Management such repairs are necessary to protect the property from damage or to maintain services to the tenants as required by the terms of the lease and applicable law.

e. Owner's expenses will not be paid if there is an outstanding account balance with Birchwater Property Management. Birchwater Property Mgmt will deduct any outstanding balance from any other management or non-management agreements they may have; and, Birchwater Property Management will promptly remit the balance of funds available.

MANAGEMENT RESPONSIBILITIES:

a. Birchwater Property Management will comply with all state and federal laws.

b. Birchwater Property Management will diligently manage the premises by: advertising for tenants; signing, renewing and canceling leases at the direction of Owner; collecting rents when due; pursuing debt and eviction actions during the term of this Agreement or settling and releasing such actions or suits when expedient;

c. Birchwater Property Management may contract for repairs, alterations and redecorating at the Owner's request; such amounts will be paid to Birchwater Property Management;

d. Birchwater Property Management may contract, at the Owner's request, for necessary cleaning to render the

property marketable, at Owner's expense;

e. Birchwater Property Management will not be responsible for any personal items, which Owner leaves in, either secured or unsecured storage at this property;

f. Birchwater Property Management will not accept or process additional applications once Owner gives verbal or written acceptance of a Rental Application.

OWNER'S RESPONSIBILITIES:

a. Owner specifically releases Birchwater Property Management from responsibility and agrees to indemnify Birchwater Property Management and hold it harmless from any and all expenses, including without limitation its reasonable attorneys' fees, cost and expenditures arising from any act or omission by Owner or Birchwater Property Management acting at the direction of Owner relating to the management of Owner's property. Birchwater Property Management also will not be liable for any error of judgment or for any mistake of fact or law, except for cases of willful misconduct or gross negligence.

b. Owner must have a Homeowners insurance policy on said property. *MUST PROVIDE COPY*

c. This agreement is binding on the heirs and legal representatives and assigns of the parties, and all covenants are to be construed as conditions of this Agreement.

d. Owner will participate in the making of management decisions in a significant and bona fide sense. Owner's participation will be regular, continuous and substantial. Owner will approve repair expenditures, except monthly or recurring operating charges and/or emergency repairs.

e. Birchwater Property Management will accept management responsibilities after the property has been inspected and is determined to be in marketable condition.

f. All Owners are jointly and severally liable for all covenants and conditions contained in this Agreement.

COMMISSION: Commission payable to Birchwater Property Management for management services is ten (10%) percent of the monthly rental amount. The fee for leasing services is equal one full month's rental payment, due and payable at the commencement of the lease, and that figure will be determined by the stated rent in the lease.

SECURITY DEPOSIT: Birchwater Property Management must hold the security deposit during the term of lease and disburse the security deposit as provided by law, and Owner will be bound by Birchwater Property Management's decision to return or retain the security deposit, and Owner will not be paid interest on any security deposit.

RENTAL PAYMENT POLICY: Tenants will be advised that all rental payments are due the first day of each month and must be accompanied by the property number or address. If two (2) "Non-Sufficient Funds" (NSF) checks are received within a twelve-month period then all future rent payments must be in certified funds or money order. NSF checks will not be re-deposited and must be replaced with twenty-four (24) hours of notification by Birchwater Property Management. A late fee of five (5%) percent of the monthly rental amount if the payment is received after the fifth (5th) day of the month. Payments are to be mailed to Birchwater Property Management, 38 Pratt Street, Winsted CT 06098. Tenant shall pay a \$35.00 fee for each returned check.

UTILITIES: Electricity, gas, telephone, water, heat, trash, TV cable and other utilities are not included in the rental agreement unless otherwise stated above. Utilities are the responsibility of Owner if the property is vacant, and the Tenant once the property is occupied. Owner agrees to furnish sewer service where appropriate. The Rental Agreement will state that the tenant must reimburse Owner for oil in the tank on the occupancy date, if any, and Owner agrees to credit Tenant for any oil in the tank if that Tenant provides an oil reading at the final inspection.

REPAIRS: Owner is responsible for repairs to the property, provided however, that damage caused by the negligence, abuse or misuse of the property by a tenant and/or family and guests will be charged to the tenant.

Tenant is not permitted to make any alterations, additions, improvements, or changes to the property without first obtaining written consent of Owner and all such changes will remain the property of owner and will remain in the property at the expiration of the Rental Agreement. Owner may require that the tenant restore the property to its original condition less normal wear and tear. All repair work will be ordered through Birchwater Property Management unless otherwise stated herein. a. Owner directs Birchwater Property Management will try to obtain two cost estimates for repair work expected to exceed the Expense Approval Limit. b. Owner directs that repair work is to be performed by

EMERGENCY REPAIRS: All routine repair requests must be reported to Birchwater Property Management between 10:00 A.M. and 4:00 P.M. emergency service calls should be reported immediately. The number for emergency services may be obtained by calling (860) 461-4625. If the tenant requests emergency service and Owner determines that the service requested was not an emergency the tenant will be responsible for the full amount of any charge for such service.

WITHDRAWAL OF CONTRACT: In the event the owner of the property wishes to withdraw their property from the services of Birchwater Property Management before the unit is occupied, the said owner will be subject to fees incurred by Birchwater Property Management as a result. Such fees may include, inspection costs, advertising fees, lease preparation, applicant screening, and/or application fees paid by the prospective tenant(s).

WITHDRAWAL OF CONTRACT OF AN OCCUPIED UNIT: The owner may, at any time, withdraw their contract with Birchwater Property Management. However, the said owner is still responsible to pay Birchwater Property Management the monthly commission for the remainder of the lease term.

Owner _____ Date _____

Owner _____ Date _____

Agent _____ Date _____

Birchwater Property Management

Rental Property Addresses

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

Rental Property Information

Rental Amount: _____

Date Available: _____

Property Address: _____

Owner's Names: _____

Owner Address: _____

Owner Phone #'s Cell: _____ Work: _____ Home: _____

Spouse Phone #'s Cell: _____ Work: _____

Property Description: Bedrooms _____ Bath _____ Basement _____ Garage _____ Storage _____
 _____ Yard _____ Deck

Included in Rent: (please circle)

Heat Electric Water Sewer Stove Refrigerator Washer/Dryer Lawn Care Microwave
 Snow Removal Trash Recycle

Type of Heat	Electric	Gas	Oil	Propane
Range				
Washer/Dryer				
Water/Sewer				
Town Utilities				
Hot Water				

Gas/Oil/Propane Purchased From: _____

Water Purchased From:

Electric Purchased From: _____

Pets Allowed: Yes No

Smoking Allowed: Yes No

In Home Features

Stove: Yes No

Washer: Yes No

Dryer: Yes No

Microwave: Yes No

Dishwasher: Yes No

Refrigerator: Yes No

Disposal: Yes No

Central Air: Yes No

Window Units: Yes No **Number of Units: _____**

Fireplace: Yes No

Type of Fireplace: _____ **Functional or Non**

Pool: Yes No

Inground: Yes No

Septic: Yes No

When was Septic Last Pumped: _____

Water Trmt System: Yes No

Garage: Yes No

How Many Vehicles: ___ Opener: Yes No Code: _____

Security System: Yes No

Code: _____

Basement: Yes No

Finished Basement: Full or Partial

Do you have service contracts or preferred contractors for HVAC, or other systems Yes No If yes, please list all services contact information:

Name: _____ Phone: _____

Name: _____ Phone: _____

Is there a Homeowner or Civic Association: Yes _____ No _____

If yes, provide contact information: _____

**** We will need a copy of your declaration page of your homeowners insurance.****