

Address of Home to Be Managed: \_\_\_\_\_



## PROPERTY MANAGEMENT AGREEMENT – SILVER PLAN

### 1. OWNER

Owner Name: \_\_\_\_\_

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

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

Best Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

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

### 2. PROPERTY TO BE MANAGED

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

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

Asking Rental Price for the Home: \$\_\_\_\_\_ per month.

Non-Real Property: \_\_\_\_\_

\_\_\_\_\_

\*Non-Real Property to include Refrigerators, Washer, Dryer, Etc....

Home is Currently: \_\_\_\_\_ Occupied \_\_\_\_\_ Vacant

Details: \_\_\_\_\_

### 3. TERM

**Commencement Date** – Upon Execution of This Agreement

**Expiration Date** – This agreement coincides with any current or future tenancy to include leases that Captex Property Management inherited on behalf of the owner, or when Captex Property Management executes a new lease agreement to include all lease renewals under management.

If Broker determines that effective management services can no longer be provided, or owner violates any terms of service contained in this agreement, Broker may terminate this agreement immediately without a 30-day notice.

### 4. LEASING AUTHORITY OF BROKER

Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when Broker determines to be in Owner’s best interest:

Advertise the Property for lease using methods Broker determines to be most effective;

Place a “For Rent” sign on property in accordance with local rules and regulations;

Place a lockbox on the home to allow Realtors® and pre-screened applicants with un-accompanied access for showings as deemed appropriate by Broker;

Submit property as listing with the Austin Board of Realtors MLS;

Authorize other brokers, their associates, inspectors, appraisers, and contractors to access the property at reasonable times and to disclose security and lock box codes as required or needed to facilitate access to the home under broker discretion;

Duplicate keys and security devices as needed, at Owner’s expense, to access the property for showings and repairs in a timely manner;

Employ Centralized Showing Service to assist in arranging all showings of property in addition to paragraph 5;

Negotiate and execute leases on owner’s behalf at market rates of not less than 6 months, and no more than 24 months;

Negotiate and execute any amendments, extensions, or renewals to any lease for the property on the owner’s behalf and Terminate leases for the property, negotiate lease terminations, and serve notices of termination.

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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#### 4.1 FINANCIAL AUTHORITY OF BROKER

Collect and deposit owner rents, security deposits, and other funds related to the property in a trust account and pay from that account (a) any compensation and reimbursements due Broker under this agreement; and (b) any other persons this agreement may authorize to compensate;

Collect administrative charges including but not limited to, application fees, returned check fees (NSF), Animal Admin Fees, HOA Fines, and any late charges from tenants in the property or from prospective tenants – these fees will be retained by Captex Property Management;

Enforce actions to, at Owner's expense, (a) evict tenants in the property; (b) recover possession of the property; or (c) recover lost rent and damages; (d) defend against legal action with attorney's fees.

Negotiate and make reasonable concessions to tenants on a case by case basis;

Obtain information from any holder of a note secured by a lien on the property and any insurance company insuring all or part of the property;

On a case by case basis, broker is allowed to bring current any and all delinquent or outstanding Home Owner's Association dues (HOA) to avoid fines or other legal action on behalf of owner.

#### 4.2 MAINTENANCE AUTHORITY OF BROKER

Hire contractors to repair, maintain, improve, or alter the property provided that Broker does not expend more than **\$350.00** (\$500.00 for HVAC, Plumbing, or Electrical issues) for any single repair, maintenance item, or alteration without owner's prior approval;

Hire contractors to make emergency repairs to the property without regard to the expense limitations that Broker determines are necessary to protect the property or the health or safety of an ordinary tenant;

Contract, at owner's expense, in either Broker's or owner's name, for utilities and maintenance to the property during times that the property is vacant, including but not limited to electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the property.

#### 4.3 AUTHORITY OF BROKER - AGREEMENTS

This agreement is subject to policy changes updated annually into the Owners Policy Manual distributed into the Owners Portal and placed onto the company website.

Captex Property Management reserves the right to amend or supplement the terms and conditions contained in this Agreement by providing written notice to Owner via email format. Information about any revisions or annual updates will be posted to our website.

This agreement may be assigned without written permission from Owner.

#### 5. RECORD KEEPING

File reports with the Internal Revenue Service related to funds received on behalf of the owner under this agreement. Owner authorizes delivery of 1099 via electronic methods.

Remit each month to the owner (a) funds collected by Broker for owner under this agreement, less authorized deductions; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Broker to remit the items to another person or address.

Overdrawn Owner accounts reaching past 30 days will incur a 10% surcharge.

#### 6. OWNER SECURITY DEPOSITS

During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to tenants for the security deposits in accordance with the lease agreement and Property Code.

After this agreement ends, Broker will deliver to owner or the owner's designee the status of the security deposit, less any deductions owed to Broker. In addition, Broker will send written notice to the tenant the agreement has ended, the exact dollar amount, any owner contact information, and that owner is responsible for accounting and returning the tenant's security deposit.

If Broker complies with this paragraph, owner will waive any liability against Broker from any claim or loss from a tenant for the return of a security deposit. Owner will be responsible for any and all legal fees incurred by Broker in lawsuits over a security deposit return. This paragraph survives termination of this agreement.

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**7. RESERVES**

Upon execution of this agreement, or at time of execution of a new lease, owner will allow Broker to hold in a trust account a reserve. These reserve funds will be used to pay an expense related to the leasing and management of the property. If the balance of the reserve becomes less than the amount stated, Broker may deduct the applicable amount from the monthly income to bring the balance to the amount requested. **The standard reserve is \$350.00 per home.**

**8. E-PAYMENT POLICIES**

**Owner draws will be batch processed and sent out via ACH on or about the 15th to the 20th of each month.** All owner payments are made ACH and will be sent directly to the owner’s checking or savings account from the bank ACH information provided below in Paragraph 26.

**Owner draws should be received by owners between the 15th to the 20th of each month.**

**9. SET UP FEE**

Upon execution of this agreement, a **\$100 Set Up Fee** will be charged to the Owner. This fee accounts for the set-up of all bank accounts, adding them into our software, introduction packets, organizing with any existing tenants, outgoing tenants, Realtors, or owner’s points of contact to gain access to the home.

**10. ANNUAL TECHNOLOGY FEE**

There is a **\$120 annual technology fee** to Captex Property Management to cover the costs of administration fees associated with all technology features we provide to include electronic delivery of the required IRS Form 1099. This fee is collected on 1 January of each year.

**11. OWNER’S REPRESENTATIONS**

Owner represents to all of the following:

Owner has fee simple title to and peaceable possession of the property and all its improvements and fixtures, unless rented, and the legal capacity to lease the property;

Owner is not bound by another agreement with another broker, for the leasing, management or sale of this property that will affect the timing of this agreement. Should owner enter into an agreement with another broker, this agreement can be terminated without notice subject to all cancellation fees

No person or entity has any current rights to purchase, lease, or acquire the property by an option, right of first refusal, or any other agreement;

Owner is not delinquent in the payment of any property taxes, owner’s association fees, property hazard insurance, or mortgage;

The property is not subject to any jurisdiction of any court.

All information provided to Broker is true and correct to the best of the owner’s knowledge.

**11.1 PROPERTY CONDITION**

Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair such condition for a tenant. Owner represents that (1) any pool or spa has the required enclosures, fences, gates and latches in place to comply with all laws and ordinances; and (2) owner is not aware of any condition existing on the property that would materially affect the health or safety of an ordinary tenant. (3) owner is aware of the Texas Property Code Section 92 regarding the installation and update of Security Devices, Smoke Alarms, and Lock Re-Key between tenancies.

**Utilities:** Owner is required to keep utilities on for the home at all times during any vacancies. Utility companies will often have prior relationships with an owner making it an easy task to take over, or simply keep in their name, utilities to include water, gas, and electricity. If Captex Property Management is obligated to turn on utilities on behalf of the owner, a processing fee will be charged to cover the time and effort involved. Utilities may be turned off out of the owner’s name starting the first day of the executed lease agreement.

**Lead-Based Paint:** If the Property was built before 1978, Owner will complete and attach to this agreement and addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the property.

**12. OWNER AGREES TO**

Cooperate with Broker to facilitate showing, marketing, and lease of the property.

Not rent or lease the property to anyone without Broker’s written approval.

Not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker.

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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Not deal with or negotiate with any tenant in the property concerning any matter related to the management or leasing of the property.

Not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the property to become effective during this agreement.

Provide Broker with any existing copies of lease agreements related to the property, keys, remotes, or any warranties.

Tender to Broker any security deposits paid by existing tenants.

Notify Broker if Owner becomes delinquent in the payment of any mortgage secured by the property, property taxes, property insurance, or home owner's association fees.

### 13. OWNER'S INSURANCE AND SURCHARGE

At all times during this agreement while this home is managed by Captex Property Management, owner must maintain in effect a public liability insurance policy (home owner's insurance) that covers losses to the property. This will include an amount equal to the reasonable replacement cost of the property's improvements and containing endorsements showing the insuring party is aware that the home will be leased to prospective tenants. **It is required that the Landlord name Captex Property Management as "Additionally Insured" on their Home Owner's Insurance Policy.**

This agreement will also serve as owner's authorization to obtain and discuss any claim regarding this home with the landlord's insurance company.

All Owners incur a \$10.00 (ten) per month Administration Surcharge to cover the cost of administrative fees associated with home owner's insurance policy compliance and tracking.

**Owners may OPT OUT** of this \$10.00 per month Surcharge by providing Captex Property Management a letter or notice delivered via mail, email, or fax that indicates Noteworthy Properties, LLC – dba: Captex Property Management – as named "**Additionally Insured**" on their Home Owner's Insurance Policy no later than 15 days from the commencement date of this agreement.

### 14. MANAGEMENT FEES

**Management Fees:** Captex Property Management charges a monthly management fee of **8%** on rent collected. Management fees will be charged once the home has been turned over to Captex Property Management.

**Minimum Fee = \$100 per month.**

**Leasing Fees:** Captex Property Management charges the equivalent of **SEVENTY-FIVE PERCENT OF ONE MONTH'S RENT (75% of One Month's Rent)** for marketing and leasing a home for each new tenancy.

**LEASING GUARANTEE:** Captex Property Management will guarantee that tenancy for 12 months! (Military Clause Excluded) Should a tenant that Captex Property Management screened and placed under an executed lease agreement fail to complete an initial term for their lease agreement, NO Leasing Fee will be charged to replace that tenant. This excludes any shorter lease agreements that landlord agree to with an executed lease agreement.

**Renewals or Extensions:** Each time a tenant renews or extends their lease agreement, Captex Property Management will charge a Renewal Commission of \$225. This charge will be paid the following month after the extended lease agreement has been executed.

**Interest on Trust Accounts:** Captex Property Management retains any and all income resulting from an interest bearing account.

**Administrative Fees:** Captex Property Management will retain any and all administrative fees to include late fees, non-sufficient fund fees, returned checks, animal admin fees, or any other assessed tenant fees.

**Landlord Exit Fee:** Upon completion or termination of this agreement, owners will incur a \$100 charge for turning over all documentation, accounting for all funds, archiving all files, and forwarding any information required to the owners and/or the tenants. All files and accounting is required to be archived for seven years, this fee is meant to cover that liability.

### 14.1 FEES IN THE EVENT OF A SALE

**Fee if a Tenant Purchases Property:** If at any time the owner sells the property to a tenant procured through or managed by Captex Property Management, Owner will pay Broker a fee equal to 3.5% of the total sales price of the home.

If owner decides to sell the home, owner will pay broker a total fee equal to 5.0% of the sales price of the home. Broker will offer a 3% commission to any licensed real estate broker in advertising this home for sale.

**We can sell your home for 5.0% commission.**

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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### 15. LEASING FEES

Captex Property Management offers all MLS and Non-MLS participating licensed Realtors a **20-30% Leasing Commission** to show and assist in bringing a qualified tenant to lease your home.

*This fee is included with the Leasing Fee.*

### 16. EARLY TERMINATION OF AGREEMENT

**Prior to Lease Execution** - Owners may request an early termination to this agreement prior to a tenant renting their home, or while their home is being marketed. There is a one-time early termination charge of \$300. Owner will reimburse Captex Property Management for any refunded applications, or unpaid fees caused from this early termination.

**After Lease Execution** – Owner may cancel management services during this agreement with a 30-day written notice. There is no cancellation fee at the 90-day mark after the commencement of the management agreement. After 90 days the remainder of the management fees that would have accrued over the length of the agreement are payable to Captex Property Management.

### 17. REPAIRS

There is a 8.75% fee added to the total invoice amount for any repairs completed outside of Captex Property Management Maintenance (CPTXM). This entails the vendor screening, vendor oversight, invoice handling, record keeping, invoice payment, reconciling the payment, adding this information into the owner files, and providing a copy of the receipt to the owner.

In some repairs, owners may be encouraged to pay a participating vendor directly for any larger repairs needed by the home. All direct payments must be made within 10 business days of completion and inspection by broker.

If owner does not make payment for the repair within 10 business days, Captex Property Management will retain all incoming rental proceeds for the necessary period to account for all funds and make payment arrangements with the vendor directly to include any penalties per this agreement.

To comply with the Texas Real Estate Commission, owners should consider this notice that on occasion, Captex Property Management may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements relating to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts.

### 18. FREE ANIMAL PROTECTION GUARANTEE

Captex Property Management charges a monthly Animal Administrative Fee to the tenant per each approved animal. We offer a guarantee that any damages caused to the home, above fair wear and tear, resulting from the approved animal(s) that is not covered by the security deposit will be reimbursed by Captex Property Management to make necessary repairs on behalf of the owner. This excludes any Service Animals per the Fair Housing Guidelines. This Free Animal Fee Guarantee is **limited to an amount of \$1,000.00 per incident**. Any collection efforts under this provision become the sole responsibility and ownership of Captex Property Management.

#### 18.1 OPTIONAL ANIMAL PROTECTION

Captex Property Management charges a monthly Animal Administrative Fee to the tenant and offers a **\$1,000 Animal Protection Guarantee at no additional expense to the owner**. The Optional Animal Protection program will offer an additional coverage of up to **\$5,000 per incident** for an additional expense to the owner of \$9.00 per month. This protection program will cover animal related damages caused to the home, above fair wear and tear, resulting from the approved animal(s) that is not covered by the security deposit and will be reimbursed by Captex Property Management to make necessary repairs on behalf of the owner. Any collection efforts under this provision become the sole responsibility and ownership of Captex Property Management.

This program is designed to cover specific animal damages exceeding the Security Deposits that fall outside of the Home Owners Insurance policy, and excludes fair wear and tear. These fair wear and tear standards are in accordance with the Texas State Property Code chapter 92. [www.texaspropertycode.org](http://www.texaspropertycode.org) (Maximum Amount of Claim will not exceed \$5,000.00)

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Noteworthy Properties LLC, dba – Captex Property Management, against the tenant. ANIMAL PROTECTION is only offered to owners who have allowed Captex Property Management to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Captex Property Management. This program excludes fire claims, water claims, natural disaster claims, owner negligence, or any portion of a claim that can be covered by the homeowner’s insurance policy they are required to carry per the Captex Property Management Property Management Agreement.

[            ] In this box type “YES” or “NO” if you want ANIMAL PROTECTION for \$9.00 (NINE) per month.

**19. LIABILITY AND INDEMNIFICATION**

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person’s real or personal property resulting from any act or omission not caused by Broker’s negligence, including but not limited to injuries or damages caused by:

Other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the property on behalf of the owner; Acts of third parties (vandalism, theft, or other criminal acts); Freezing or leaking water pipes; A dangerous condition or environmental condition of the property; The property’s non-compliance with any law or ordinance.

Broker is not responsible or liable in any manner for any late fees or other charges owner incurs to any creditor caused by late or insufficient payments by any tenant in the property damages to owner caused by a tenant’s breach of lease.

Owner agrees to protect, defend, indemnify, and hold Broker harmless for any damage, costs, attorney’s fees, and expenses that: Are caused by owner, negligently or otherwise; Arise from owner’s failure to disclose material or relevant information about the property; Are caused by owner giving incorrect information to any person; or are related to the management of the property and are not caused by Broker, negligently or otherwise.

Owner is responsible for and liable for all contracts and obligations related to the property (maintenance, service, repair, and utility agreements) entered into before or during this agreement by owner or by Broker under Broker’s authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

**Property Code:** The Texas Property Code requires certain types of locks or security devices on all exterior doors of residential rental Property Management and requires smoke detectors in certain locations including all bedrooms. The property code requires the security devices to be rekeyed and the smoke detectors to be tested each time a new tenant occupies the property.

**INDEMNITY PROVISION. IF ANY THIRD PARTY ASSERTS ANY CLAIM AGAINST BROKER FOR ANY CAUSE OF ACTION RELATED TO THE LEASE AGREEMENT OR THIS AGREEMENT, OWNER WILL INDEMNIFY BROKER FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY FEES INCURRED IN DEFENSE OF ANY CLAIM.**

**20. MISCELLANEOUS PROVISIONS**

Non Disparagement / Representations - OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or “review” type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/opinions / evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties’ performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests.

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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OWNER, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/ statement/ representation. OWNER, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement in enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

Venue - OWNER, TENANT, and PROPERTY MANAGER expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Bexar County, Texas.

**21. ADDITIONAL SERVICES**

Owner may request additional services to be completed by Captex Property Management that are outside of our normal scope of services. All requests shall be in writing from owner with compensation illustrated and posted under the Owner Charges handbook.

**22. FORECLOSURE NOTICES**

If Broker receives notice of the Owner’s delinquency in the payment of any mortgage or encumbrance secured by the property, property taxes, property insurance or Home Owner’s Association fees, Broker may give 15 days to cure the delinquency during which period Owner authorizes Broker to freeze any funds held by Broker and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Broker to deduct from any other funds being held by Broker for Owner any remaining Broker fees or funds due to Broker related to services performed under this agreement. Additionally, Owner authorizes Broker to return any security deposit being held by Broker to a tenant of the Property in addition to any prorated amount of rent being held by Broker and Broker may terminate this agreement. This paragraph does not preclude Broker from seeking any other remedies under this agreement or at law that may be available to Broker.

**23. PERIODIC HOME ASSESSMENTS**

It is the policy of Captex Property Management to conduct an Annual Home Condition Assessment every year, and prior to a lease renewal being fully executed. Owners may elect to have additional Home Condition Assessments at the cost of \$85.00 per scheduled assessment. A copy of this assessment will be sent to the owner.

**Choose the Frequency of a Home Condition Assessment being conducted:**

ONE assessment per year conducted prior to renewal  
**\$85.00 per Home Condition Assessment**

OPTIONAL – Add additional Home Condition Assessment conducted every six months.

**\$85.00 per each added Home Condition Assessment**

**24. HOME INSPECTIONS**

OPTIONAL: As a cost-effective method for ensuring the home is reviewed on an annual or bi-annual basis, a Home Condition Assessment is conducted with only a visual inspection. During this Home Condition Assessment as described above, no mechanical, plumbing, electrical, HVAC, or other is manually inspected that requires a Texas Real Estate Commission Inspector’s license.

We recommend to all owners requiring a more inclusive inspection to allow us to arrange for a Texas Real Estate Commission licensed inspector to conduct a full mechanical inspection of the home with a written report.

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

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The cost for this inspection is dependent on the size of the home, and the additional items requiring inspection by the owner (example: septic system, or in-ground pool).

These costs may range from \$400 to \$1,000 per inspection.

**Provide a quote for our home for this type of inspection.**

**YES**

**NO**

### 25. INITIAL HOME ASSESSMENTS

At the beginning of this agreement, and once the home is surrendered to Captex Property Management, an Initial Home Assessment will be conducted. This can be done using either PROS ([www.onsightpros.com](http://www.onsightpros.com)) or with Captex Property Management Maintenance. The cost is charged to the owner for \$85.00.

### 26. NECESSARY MAINTENANCE

During an initial or annual Home Condition Assessment, it may become necessary to perform required maintenance to a home at the time of the assessment. It is the policy of Captex Property Management and in compliance with the Texas Property Code to ensure all homes have working smoke detectors and (where applicable) carbon monoxide detectors. These devices are required to be less than ten years old. If these devices are discovered to be less than eight years old according to their manufacture date, Captex Property Management will arrange to replace these devices immediately at owner expense. In addition, we will ensure the home is in compliance with the Texas Property Code regarding any locks or security devices.

### 27. PROFESSIONAL PHOTOGRAPHY OPTION

Captex Property Management has partnered up with several locally owned professional photographers who bring equipment to a photo shoot far more expensive than would be practical for us to purchase. The end result is an extremely attractive representation of your home with the best pictures and video that can possibly be taken. In this management plan, this is an OPTIONAL upgrade to our standard marketing at a cost of \$250 per photographic session.

**Add this to our marketing plan for an additional \$250.**

**YES**

**NO**

### 28. POOL MAINTENANCE

**Does the home have a Pool?**

**YES**

**NO**

Should the home have an in ground or above ground pool, a separate form will be required for this agreement outlying the maintenance responsibilities.

### 29. SPECIAL PROVISIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 30. FEDERAL FAIR HOUSING NOTICE

In accordance with the Federal Fair Housing laws, the National Association of Residential Property Managers (NARPM), and the National Association of Realtors Code of Ethics, Broker's services must be provided and the property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity.

### 31. OPTIONAL DAMAGE ASSURANCE

One of the biggest fears of all rental property owners is renting to a tenant that will cause significant damage to their property, costing them thousands of dollars in unexpected repairs. Many of our owners have expressed concern over the horror stories they hear about tenants destroying homes they rent. This is a real possibility and we have addressed this issue by offering our owners Damage Assurance to cover these potential unexpected repair costs caused by an outgoing tenant that exceed their security deposit.

This program is designed to cover damages exceeding the Security Deposits caused by a tenant that fall outside of the Home Owners Insurance policy, and excludes fair wear and tear. These fair wear and tear standards are in accordance with the Texas State Property Code chapter 92. [www.texaspropertycode.org](http://www.texaspropertycode.org) (Maximum Amount of Claim will not exceed \$7,500.00)

**Example:** Homeowner rents their home for \$1,500 per month. The security deposit for this home is \$1,500, but there is \$3,000 in damages to the interior of the home, excluding fair wear and tear, caused from negligence by the tenant and occupants. Captex Property Management will cover the expenses to complete these repairs that total more than the security deposits in order to bring the home back to a rentable condition.

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_



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With DAMAGE ASSURANCE – Captex Property Management will cover ALL of the above costs for **\$7.00 per month** caused by a tenant considered to be above normal wear and tear, and that exceeds the received security deposit.

By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Noteworthy Properties LLC, dba – Captex Property Management, against the tenant. Damage Assurance is only offered to owners who have allowed Captex Property Management to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Captex Property Management. This program excludes fire claims, water claims, natural disaster claims, owner negligence, or any portion of a claim that can be covered by the homeowner’s insurance policy they are required to carry per the Captex Property Management Property Management Agreement.

[  ] In this box type “YES” or “NO” if you want **Damage Assurance for a charge of \$7.00 (seven) per month.**

### 32. OPTIONAL RENT PROTECTION

If an eviction becomes necessary at your property, and the tenant refuses to leave the home after a late notice, and court order for an eviction hearing have been served – Captex Property Management offers a program that will guarantee a continued 30 days of income to the owner. Given that most evictions take around 30 - 45 days – this will further prevent unforeseen losses to an owner should an eviction be necessary. Every effort will be made to mitigate losses by working with a bad tenant – but this program will ensure owners will receive One Month’s worth of rental compensation while a tenant is being removed.

Captex Property Management will pay the owner **One Month’s** rental income if a tenant is evicted by the courts and forced to vacate with a writ of possession being executed by law enforcement.

Example: A tenant stops paying rent and is late after the 3<sup>rd</sup> of the month, Captex Property Management will post notice to vacate, file an eviction, the constable will serve the tenant papers at their home, we will attend eviction court, file for a writ of possession, and meet the Sheriff Deputy to execute the writ of possession by moving all of the tenant’s possessions off the property. If a tenant refuses to leave and is forced to vacate by law enforcement – Captex Property Management will reimburse owner the equivalent of **One Month’s** rent.

Scenario: Home rents for \$1,500 per month - Tenant is removed via Writ of Possession.

**\*\*\*WITH Rent Protection – Owner is reimbursed \$1,500 in lost rental income\*\*\***

**The monthly fee is \$20.00 to participate in this program.**

This program does not cover early terminations, tenants vacating with a military or court order clause, abandonments, or mitigated move outs. In most cases where a tenant willingly vacates a home, the home would go back to the possession of the owner immediately to re-rent immediately, which would minimize any income losses. By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Noteworthy Properties LLC, dba – Captex Property Management, against the tenant. Rent Protection is only offered to owners who have allowed Captex Property Management to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Captex Property Management.

[  ] In this box type “YES” or “NO” if you want **Rent Protection for a charge of \$20.00 (twenty) per month.**

### 33. OPTIONAL EVICTION ASSURANCE

With the cost of an eviction at an extremely high rate, Captex Property Management has come up with a solution to further protect unexpected costs incurred in removing a tenant from a home.

If an eviction becomes necessary at your property, Captex Property Management will cover all costs incurred in removing a tenant from your home for an annual fee of \$96– or \$8 a month. Without such coverage, Captex Property Management charges \$75 per hour for the eviction process. In comparison, this is very inexpensive when compared to an attorney who would charge \$300 an hour.

A typical eviction in the Austin market would run these costs:

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

Address of Home to Be Managed: \_\_\_\_\_

| Without Eviction Assurance:           |                                  | Eviction Assurance: |
|---------------------------------------|----------------------------------|---------------------|
| Initial Notice to Vacate              | \$150                            | Covered             |
| Eviction Filing Justice of the Peace  | \$150                            | Covered             |
| Court Fees for Justice of the Peace   | \$121 – No Limit                 | Covered             |
| Court Appearance for Owner            | \$150 – No Limit (\$75 per hour) | Covered             |
| Writ of Possession (Sheriff Fee)      | \$215                            | Covered             |
| Tenant Move Out Fee (Meeting Sheriff) | \$150                            | Covered             |
| Remove All Tenant Possessions         | \$1,000 +                        | Covered             |
| Lock Change Required by Law           | \$150 - \$300                    | Covered             |
| Move Out and Cleaning                 | \$495                            | Covered             |
| <b>TOTAL:</b>                         | <b>\$2,500 + to \$10,000</b>     | <b>NO CHARGE</b>    |

With EVICITION ASSURANCE – Captex Property Management will cover ALL of the above costs incurred from an eviction on your behalf. For **\$8.00 per month** – owners can assure they will not be hit with an unexpected cost of \$2,500 or more!

This program will only cover the initial charges in removing the tenant and for the basic clean out. Any damages incurred by the tenant from normal wear and tear, or intentional destruction, will not be covered. Eviction Assurance is only offered to owners who have allowed Captex Property Management to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Captex Property Management. By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to Noteworthy Properties LLC, dba – Captex Property Management, against the tenant.

**36. DATE HOME WAS VISITED / COMMENTS:**

**37. SIGNATURES**

Noteworthy Properties, LLC; dba: Captex  
Property Management  
TREC License #613775

[            ] In this box type “YES” or “NO” if you want Eviction Assurance for a charge of \$8.00 (eight) per month.

**34. REQUIRED TENANT LIABILITY INSURANCE**

All tenants are obligated to maintain property damage liability insurance on behalf of the landlord and property manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both landlord’s and third party’s property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. Captex Property Management shall be named as an Interested Party on Resident’s policy. Such policy shall be written as a policy not contributing with and not in excess of coverage that landlord may carry, and must waive all rights of subrogation against landlord and property manager. It is agreed that landlord carries insurance for their own protection and that the tenant is not a beneficiary of such insurance. Tenant shall be responsible to landlord for all costs of repair for damages as stated in the Lease Agreement regardless of existing landlord insurance.

**35. ACH INFORMATION FOR DIRECT DEPOSIT**

Captex Property Management uses Property Management accounting software to send monthly Owner Draws directly to the Owner’s account via ACH. We request your banking information below and your signed authorization to conduct ACH transactions with your banking institution. We are only able to send funds to owners via ACH.

Name on Owner Account: \_\_\_\_\_

Checking Account OR  Savings Account

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Owner Initials: \_\_\_\_\_ CPTXPM Initials: \_\_\_\_\_

Address of Home to Be Managed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

Tenants: \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_