



# AZARI PROPERTY MANAGEMENT

Licensed Real Estate Broker/Property Manager  
California Broker License # 01461947  
Tenant Acquisition Services Agreement

**THIS TENANT ACQUISITION AGREEMENT** (hereinafter referred to as the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and between Azari Property Management, (hereinafter referred to as "Agent") and \_\_\_\_\_, (hereinafter referred to as "Client") residence address located at: \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_, Zip Code \_\_\_\_\_

**1. AGENCY:** The Client hereby employs the Agent to search for a suitable tenant (s) for property only. Agent hereby accepts such appointment under the following terms and conditions.

**2. TERM OF AGREEMENT:** This contract shall continue for a period of three months from the date hereof and it may be terminated by either party upon written notice sent to the other party before any expiration date. If cancellation by Owner is without cause and Agent has done all due diligence to find a suitable tenant, Owner shall pay Agent the cancellation fee of 35% of the last marketed monthly lease amount. A competent agent is regarded as an agent that performs his or her duties on behalf of the owner in a timely and expected manner such as, providing clear and concise written communication with all involved contracted parties. Performing such duties in a timely and expected manner also include but are not limited to: finding a qualified tenant and posting advertisements (www.craigslist.org, Azari Property Management website, professional property managers association).

**3. TENANT ACQUISITION SERVICES:** Agent will provide the following services in the name of and on behalf of the Client, and the Client hereby grants Agent the authority and powers required to perform these services:

- A. DILIGENT EFFORTS:** The Agent will use diligent efforts to obtain a suitable tenant (s) as soon as possible at a monthly rate of \$ \_\_\_\_\_, but not less than \$ \_\_\_\_\_, or as market conditions dictate \_\_\_\_\_.
- B. LEASE NEGOTIATION:** The Agent shall handle all negotiations with prospective tenant (s) with respect to lease the property on timely bases.
- C. ADVERTISEMENTS:** Agent shall advertise such Property as is available for rent and arrange for such ads, signs, photographs, MLS Listings and other forms of advertising as many appear advisable. Owner agrees to pay for all advertising costs above and beyond the Agent sites or any other internet sites that Agent uses with prior approval from the owner.
- D. TENANT (S) CREDIT & BACKGROUND CHECK:** Agent will do all necessary background checks for making sure their good credit and financial ability for taking over the property lease. This included and not limited to; credit report review, employment verification and review and verification of current & prior occupancy status.
- E. LEASE AGREEMENT PREPARATION:** Agent will prepare the Dept. of Real Estate lease agreement with tenant (s) after client's approval of the proposed tenant (s) by Agent.
- F. SECURITY DEPOSIT & FIRST MONTH RENT:** On behalf of Client, Agent will collect one and half month security deposit, \$1,000 pet deposit and will deposit the funds collected in Client's bank account after deduction of agreed compensation.

**4. Compensation:** Client agrees to pay Agent, as compensation for the services provided herein, the following:  
5.5% of the gross annual rent based on the actual term length if the lease. The compensation fee is payable to Agent upon execution of the lease agreement.  
\$150.00 non-refundable set-up fee

Initial \_\_\_\_\_

**5. Entire Agreement:** This agreement is between Client and Agent to locate tenant (s) for property, negotiate a lease, preparation of lease agreement and collection of security deposit and first month only. Agent and Azari Property Management are released from any liability for any other issues that may arise between Client and future tenant (s) after the lease agreement is signed by both parties (Client and tenant). If the Client decides to continue using Azari Property Management services in other capacities, an additional agreement would be drafted and executed between the Client and Agent.

**6. Tenant Eviction Protection:**

\_\_\_\_\_ (Initial) Yes

For eviction services, \$15 per month per unit managed for which Agent agrees to pay legal fees and court costs in connection with an unlawful Detainer Action for all tenants placed in the property by Azari Property Management. Note that if the tenant requests and is granted a jury trial for the Unlawful Detainer Action, the Owner agrees that Azari Property Management will not be held responsible to pay any costs incurred to litigate this case.

For eviction services for existing tenants: In the event an Unlawful Detainer Action is necessary within the first one hundred eighty (180) days of this Agreement, for a tenant that was in the property prior to the commencement of this Agreement, the Owner agrees that they shall be responsible for all expenses incurred in connection with the Unlawful Detainer Action. If the property is vacant when this Agreement begins this does not apply.

\_\_\_\_\_ (Initial) No

Owner chooses to not participate in the Tenant Eviction Protection Plan. Therefore, owner will be responsible for all charges associated with the eviction of the tenants.

**7. This Agreement comprises the entire Agreement between the parties hereto and supersedes and replaces any and all previous Brokerage/Management Agreements entered into and/or negotiated between Client and Agent relating to the Property and any prior discussions or negotiations, whether oral or in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein. All terms and conditions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be modified or amended except by written agreement executed by Client and Agent. **As evidenced by the signatures below, the parties have read and agree to the terms and conditions set forth in this contract.****

\* Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Mailing / Forwarding Address                      City                      State                      Zip Code

Phone #'s: (Home) \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_

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

Agent: **Azari Property Management**

By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Initial** \_\_\_\_\_



# AZARI

## PROPERTY MANAGEMENT

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RENTAL PROPERTY INFORMATION QUESTIONNAIRE

Desire Rental Rate \$ \_\_\_\_\_

Date Available \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*Property Address City State Zip Code*

**GENERAL PROPERTY INFORMATION:**

Type of Rental: (Please Circle) House Condo Townhouse Mobile Home Duplex Triplex Four-plex

Sq. Ft. \_\_\_\_\_ Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Stories \_\_\_\_\_ Year built \_\_\_\_\_

Home under warranty: Yes No

If yes please provide necessary information: \_\_\_\_\_

Pets Allowed: Yes No Type: \_\_\_\_\_ Smokers Allowed: Yes No

Is the property subject to any pending legal action or foreclosure? Yes No

Property under any Government City/County restrictions (like Ellis Act, BMR): Yes No

If so explain: \_\_\_\_\_

Is Property Governed by an Association: Yes No

If yes, Association Name: \_\_\_\_\_ Assn. Phone: \_\_\_\_\_

Assn Contact Person: \_\_\_\_\_ HOA Move-In Fees: Yes No Amount: \_\_\_\_\_

Special HOA Move-In Procedures: \_\_\_\_\_

\*Copy of CC&R's/Rules & Regulations: Yes No (We must provide a copy for prospective tenant-soft copy preferable)

Insurance Company: \_\_\_\_\_ Policy No. \_\_\_\_\_

Agent: \_\_\_\_\_ Phone No. \_\_\_\_\_

Fireplaces: Yes No Location \_\_\_\_\_ Last Svcd. \_\_\_\_\_

Gated Community: Yes No Code: \_\_\_\_\_ Guarded: Yes No

Is there a community pool: Yes No Spa: Yes No Recreational Facility: Yes No (Include keys if applicable)

Is there a private pool: Yes No Spa Pool Service Included: Yes No

Mailbox # \_\_\_\_\_ (Please include keys if applicable)

\*Storage Areas: Yes No If yes, please explain where: \_\_\_\_\_

Type of Flooring: Hardwood Concrete Tile Other: \_\_\_\_\_

\*If applicable please explain care of flooring: \_\_\_\_\_

Parking: (Please circle)

1 Car Garage 2 Car Garage 3 Car Garage Covered Parking Carport Other: \_\_\_\_\_

Assigned Spot # or area: \_\_\_\_\_ Other: \_\_\_\_\_

Garage Door Opener: Yes No Location of Remotes \_\_\_\_\_ How many: \_\_\_\_ Code (if applicable) #: \_\_\_\_  
Landscaping: (Please circle)

Front yard: Grass Desert None Other: \_\_\_\_\_

Backyard: Grass Desert None Other: \_\_\_\_\_

Is front yard fully fenced: Yes No Is back yard fully fenced: Yes No

Services included- Gardener: Yes No Other: \_\_\_\_\_

Sprinklers: Yes No Location of shut off: \_\_\_\_\_

Appliances: (Please circle)

**Refrigerator:** Normal Side-by-Side Side-by-Side w/ water & ice Other: \_\_\_\_\_

**Stove:** Yes No (Gas or Electric) **Microwave:** Yes No

**Dish washer:** Yes No **Disposal:** Yes No **Compactor:** Yes No

**Washer:** Yes No **Dryer:** Yes No (Gas or Electric)

**Hook ups:** Gas or Electric

How old are the appliances? \_\_\_\_\_

Are the appliances under warranty? \_\_\_\_\_

If yes, warranty information \_\_\_\_\_

Operable Smoke Detectors: Yes No How many/location(s)? \_\_\_\_\_

Carbon Monoxide Detector? Yes No Location: \_\_\_\_\_

Security Alarm (if applicable): Yes No Company \_\_\_\_\_ Phone \_\_\_\_\_

Main Water Turnoff Location: \_\_\_\_\_ Location of GFI Reset: \_\_\_\_\_

Upon finding a tenant (s):

Utilities: (Please circle)

**PG&E:** Owner Tenant

**Water:** Owner Tenant

**Cable:** Owner Tenant

**Garbage:** Owner Tenant \*Pick Up Day: \_\_\_\_\_

**Gardener:** Owner Tenant

**Internet:** Owner Tenant

Any allocation or proration of utilities: \_\_\_\_\_

Existing Tenant (if any):

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

\* Please list any additional information or conditions affecting the property that the prospective tenant should know:  
\_\_\_\_\_  
\_\_\_\_\_

\* Please list any unusual/additional lease terms/conditions you would like to have imposed to the prospective tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact (other than Owner):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_ E-mail: \_\_\_\_\_



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## PROPERTY MANAGEMENT

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### TA Checklist

How did you find out about us? \_\_\_\_\_

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

This checklist is to assist you in completing the process of contracting with Azari Property Management. All applicable items must be included before we can complete the contract.

\_\_\_ 1. Management Agreement – Signed and completed including Social Security numbers and contact numbers for all owners.

\_\_\_ 2. \$150.00 check payable to Azari Property Management for setup fees.

\_\_\_ 3. House/condominium Keys – minimum 2 copies of each.

\_\_\_ 4. Mailbox Keys – minimum 2 copies

\_\_\_ 5. Pool/Community Room Keys – minimum 1 copy.

\_\_\_ 6. Pedestrian Gate Key – minimum 1 copy.

\_\_\_ 7. Garage Remote (s)- minimum of 2.

\_\_\_ 8. Gate Remote (s) – minimum of 2.

\_\_\_ 9. Gate Card (s) – minimum of 2.

\_\_\_ 10. CC&R (applies to Condominiums only) - 1 copy (soft copy is preferable)

\_\_\_ 11. Pool Service Company Name \_\_\_\_\_

\_\_\_ 12. Landscaping Company Name \_\_\_\_\_

\_\_\_ 13. Is power service currently on? Yes or No Phone number \_\_\_\_\_

\_\_\_ 14. Is water service currently on? Yes or No \_\_\_\_\_