



RGroup Property Management and REAT Continuity Program

Rental Property Referring/Service Agent Responsibilities and Compensation Agreement

Realty Executives Arizona Territory

The Terms and Conditions of this Agreement are to remain Confidential

This program is for _____ (full name) herein referred to as the:
(check one) ___ Referring Agent ___ *Service Agent* will be compensated to procure properties for rent and/or servicing those properties to create continuity of service for REAT Agents and Clients.

- **Rental Listing and Marketing Agreements** stand alone and are between the Landlord, Listing Broker and the Referring/Service Agent.
- Terms of the **Property Management Agreement** are between Realty Executives Arizona Territory, the Landlord, Steven R Rice, PLLC and Referring/Service Agent under the terms and conditions stipulated in the AAR Property Management Agreement and associated addenda.

Rental Listing and Marketing Agreement – Limited Service:

Service Agent Responsibilities:

1. MAY list and market the properties: Secure rental listing agreement, prepare rental listing and marketing documents.
2. MAY market the property including signage, lock boxes, print collateral and any additional marketing services provided by Landlord agreement.
3. May set up showing appointments and/or make property available to be seen by prospective tenants (ex: Rently).
4. May consult with Landlord regarding application (taken online via Appfolio) and get Landlord approval.
5. Will sign Rental Listing and Marketing agreement as agent.

RGroup Responsibilities:

1. Upload property to Appfolio for internal administration purposes.
2. Run credit and background check for each applicant.
3. Provide results and opinion of credit and background results to Service Agent to discuss with Landlord.
(Optional Services – Fee Based)
4. Prepare Lease Agreement and relevant additional documents for Landlord and Tenant
5. Collect initial funds and disperse to owner/landlord.

Existing and New Property Management Agreements when acquiring a Tenant to lease:

Service Agent Responsibilities

1. Login and become familiar with the website www.RealtyExecutivesPM.com
2. Know and understand: the ADRE/AAR/Broker Property Management and Lease Agreements and the AZ Landlord Tenant Act. (to understand what role is to be played)
3. Secure new Clients/landlords and assist in retention of existing Clients/Landlords.
4. List and market the properties: Secure Rental Listing Agreement as needed, prepare listing and marketing documents, Market property.
5. Provide RGroup with information needed for them to prepare leasing documents.
6. Set up showing appointments and make property available to be seen by prospective tenants (ex: Rently).



RGroup Responsibilities

1. Assume existing PM Agreement between Landlord and _____ (referring/servicing agent) or create new PM Agreements for new Properties.
2. Upload property and all documents to Appfolio.
3. Will provide Appfolio access to Servicing Agent with required access rights.
4. Run credit and background check for each applicant.
5. Provide results of credit and background results to Servicing Agent to discuss with Landlord.
6. Prepare Lease Agreement and all documentation for Landlord and Tenant
7. Meet with the Tenant to collect the initial payment, conduct the move-in walk-thru, hand over the keys and any additional forms, provide the RGroup handbook.
8. Provide all accounting statements monthly and yearly to clients as needed.

NOTE: (Vacant property) While property is vacant, RGroup will charge \$65 for the first full month of vacancy, no charge thereafter.

Servicing Agent Responsibilities AFTER a Tenant is procured

1. Assist (as needed) RGroup in negotiation of rental rate, terms, fees and deposits between Landlord and Tenant.
2. Assist in securing the Landlords approval of prospective tenant.
3. Advise RGroup if property is in best condition to turn over to Tenant or needs further attention.
4. May sign PM Agreement as agent of landlord
5. Will receive, on regular and as needed basis relevant communication, such as work orders, texts etc.

Referring Agent Property Management Responsibilities: **NONE!**

Referring Agent WILL NOT:

1. **Prepare rental documents or Property Management Agreements.**
2. **Receive any funds from leasing and rental activities other than through this agreement and subsequent referral agreement.**
3. **Accept repair or maintenance calls, handle tenant issues or complaints, or other property management issues of this nature.**
4. **Contact tenants of any property managed by RGroup.**

ALL LANDLORDS to remain Clients of Referring/Servicing Agent during the Property Management/Leasing Agreement and subsequent Resale. Should Client wish (insist) to market and sell property through RGroup, and upon written Agreement by Referring/ Servicing Agent, Agent will receive minimum 25% referral fee.



Compensation to Referring/Servicing Agent for Standard Rental Properties – Unfurnished

1. Rental Listing and Marketing Agreements – Realty Executives Listing Agreements Only:
 - A. Agent will receive 50% Split of amount on Page 2, Line #46 (minimum \$550) of the TAR Rental Listing and Marketing Agreement, or Half of Full Month Rent, whichever is greater.
2. Landlord Clients entering into a PMA (Property Management Agreement)
 - A. Agent will be paid monthly through Realty Executives Tucson Arizona Territory
 - Property management fee collected less \$90 or 50% of property management fee over \$180/month.
 - ½ of 1st month commission of 1st new tenant to occupy the property (15% of 1st month’s rent)

Buyer Referral Program

RGroup has developed a lead generation and referral program that a Servicing and/or Referring Agent may elect to participate in. This program has two referral components:

1. Depending on Rental Listing and Marketing Agreement
 - Realty Executives Servicing Agent - prefers to use RGroup to receive phone calls and emails from prospective tenants regarding a property and showings AND RGroup converts these prospects to a Buyer,
 - Servicing Agent will receive the Buyer Referral and pay a 50% referral fee to RGroup.

Servicing Agent may elect to receive all calls and emails and opt out of the above-mentioned program. If this option is selected Servicing Agent will not receive referrals on any Tenant/Buyer leads.

Referring/Servicing Agent initials: _____ Opt Out Option Selected

Servicing Agent will receive any and all Buyer Referrals coming from the RGroup **“Easy-Out Program”**. This program creates a “Win-Win” relationship between the Landlord and Tenant. Tenants will be referred to the Servicing Agent with a Buyer Broker Agreement Employment Agreement in place. Servicing Agent will receive a Buyer Referral Agreement from Realty Executives – RGroup and pay a 50% referral fee.

Referring/Servicing Agent initials: _____ Opt Out Option Selected

Parties to this agreement acknowledge by signature below:

Servicing Agent

Date

Referring Agent

Date

Director of Property Management, Dennis L. Kraesig

Date

Principle of Steven R. Rice, PLLC

Date