



Welcome!
*We appreciate the opportunity to serve
your Property Management Needs.*

Property Owner's Exclusive Listing Package Instructions & Checklist

Owner: Please Initial Items on this page and Return Package with Pages: 1-15

All Forms Can Be Found At

www.platinumrentalproperty.com

- Exclusive Leasing Agreement & Exhibits Package & Forms - Pages 1-15**
Completed, Initialed & Signed By Owner - Packet must be complete to market home)
- W-9 Form & Landlord Property Disclosure Forms ~ found on our website**
- Direct Deposit Authorization Form Completed & Voided Check Attached to Form**
- Credit Card Authorization Completed and Signed**
- Intake Form Completed and Returned**
- Check for \$100 Made Payable To Platinum Property**
- 4 Sets of Property Keys (If keys not included- add \$10. per set to Start up Fee)**
- HOA Contact info, Amenities Keys and Codes and Garage Door Remotes**
- If we will manage Multiple Properties for you, please include Amendment, Page X**
- Fax Completed Package to our confidential fax: (678) 840-7843**

Philip Earley: (678)710-8056 ext 302
Email: Phil@platinumrentalproperty.com

PROPERTY LISTING CHECKLIST TO BE COMPLETED BY OWNER

Property Address: _____

Owners Phone #'s: _____

Owners Email: _____

Pets Allowed: Yes ___ No ___ Amount: \$250 non refundable deposit _____

Lawn Service Included and paid by Owner : Yes ___ No ___ Monthly amount \$ _____

Name & phone # of lawn service company _____

Pool Service Included and paid by Owner: Yes ___ No ___ Monthly amount \$ _____

Name & phone # of pool service company _____

Home Warranty Policy on the Property: Yes ___ No ___

Name, Policy # and phone # of Home Warranty Company _____

Any other services that may affect property? _____

___ Home has been cleaned and prepared for showing

___ Gutters have been cleaned

___ Landscaping is trimmed and ready

___ All repairs and items of concern have been addressed and/or completed

___ All systems have been checked and are currently in working order

___ All HVAC units have been serviced, are turned on & (at the correct temp for the season -if vacant)

___ HVAC filters have been changed and new filters provided by owner are located at or near the unit(s)

This Section To be completed by the Platinum Property Manager

___ Listing Packet and all exhibits & amendments must be completed prior to listing & marketing

___ W9 Completed and signed

___ Landlord Disclosure Completed and signed

___ Intake Form Completed

___ Platinum Property Management fees have been paid and are included

___ Lockbox on the property ___ Combo Code: _____ Supra: Ours ___ Co-op agent ___

___ 4 sets of Keys received -or- \$10 per key fee paid by homeowner _____

___ Additional property description included separately if not listed in FMLS

___ Photos have been taken or provided

___ Home is vacant now or will be vacant on (date): _____



EXCLUSIVE LEASING MANAGEMENT AND BROKERAGE AGREEMENT

This Exclusive Leasing Management and Brokerage Agreement ("Agreement") is entered into by and between _____ ("Owner") and Platinum Property Management LLC, ("Agent") on this the ___day of _____, 2010.

WITNESSETH:

Owner employs Agent to lease and/or manage a certain property located at: _____ upon the terms and conditions set forth below and Agent agrees to accept such employment.

1. Exclusive Agent; Term. Agent shall have the exclusive right to lease and manage the property for a minimum of sixty (60) days from the date of this Agreement and Agent shall continue to have such right thereafter unless either party terminates this Agreement upon thirty (30) days written notice as provided for in paragraph 3 herein. Once Property is leased, this Agreement is automatically extended until the tenant procured by Agent moves out.

2. Agency Disclosure. (a) Agent will act as Owner's agent exclusively under this Agreement, and will not represent any other party involving the Property covered by this Agreement without fully disclosing it, in writing prior to the event. Agent may provide assistance to prospective tenants without violating any duties to Owner. Agent may provide assistance to tenants by performing such ministerial acts as preparing offers (procuring leases), locating insurance agents, schools, shopping facilities, places of worship, and other similar services. Performing such ministerial acts shall not be construed to violate the exclusive agency created under this Agreement, nor shall it be construed to create a brokerage agreement with the tenant. Agent may not knowingly give customer/tenant false information.

(b) Dual Agency. If Owner and prospective tenant are both being represented by the same Broker, Owner is aware that Broker is acting as dual agent in this transaction and consents to the same. Owner has been advised that:

1. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
2. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instruction from another client which is not otherwise required to be disclosed by law;
3. Owner does not have to consent to dual agency and, the consent of Owner to dual agency has been given voluntarily and Owner has read and understands the brokerage engagement agreement.
4. Notwithstanding and provision to the contrary contained herein, Owner hereby directs Broker, while acting as dual agent, to keep confidential and not reveal to the other party information, which could materially and adversely affect Owner's negotiating Position.
5. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and client, which would impair the ability of the Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time a tenant enters into this agreement. If any party is identified after the agreement and has a material relationship with Broker, then Broker shall timely provide to Owner a disclosure of the nature of such relationship.

(c) Designated Agency Disclosure. Owner hereby consents to Broker acting in a designated agency capacity in transactions in which Broker is representing Owner and prospective tenant. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent Owner and one or more of its other affiliated licensees exclusively to represent the prospective tenant.

3. Termination & Renewal

(a) If the Property is "not under a lease", Owner can terminate Agent "without cause" with thirty days written notice.

(b) If the Property is "under a lease", Owner can terminate Agent "without cause" provided the following conditions are satisfied: (1) Owner shall first give Agent thirty (30) days written notice; (2) Owner shall pay, prior to termination, a sum equal to the commissions due for the remainder of the current resident's lease, (3) Owner shall indemnify Agent from any and all claims by Resident pertaining to the security deposit, move-out inspections, and any and all other claims made by Resident against Agent that pertain to post termination issues.

(c) Owner may terminate this Agreement "for cause" if the Agent fails to pay any sum payable under this Agreement when due or fails to perform or comply with any of its obligations hereunder at the time or times in the manner required under this Agreement, provided, that Owner must first give Agent thirty (30) days written notice of such default or breach and allow Agent an opportunity to

cure. Should Agent fail to cure any such default or breach with due diligence within thirty days from receipt of written notice, Owner may terminate this Agreement "for cause" and without penalty.

(d) Agent may terminate this Agreement "for cause" if Owner fails to perform or comply with any of its Agreements hereunder at the time or times in the manner required, including but not limited to failure to reimburse Agent for any sum payable under this Agreement; provided that Agent must first give Owner thirty (30) days written notice of such default or breach, and allow Owner an opportunity to cure; should Owner fail to pay such sum or cure any default or breach with due diligence within thirty days of receipt of said written notice, Agent may terminate this Agreement "for cause".

(e) Agent may terminate Owner "without cause" provided Agent gives Owner 30 days written notice and, transfers to Owner all original lease documents executed by the current Resident and, transfers to Owner the Resident's security deposit and, notifies Resident in writing of Owners address and phone. The remaining pro-rated portion of Procurement Fee will returned to owner.

(f) The termination of this Agreement shall not prejudice the rights of either party against the other for any default or breach of this Agreement. The rights and remedies herein granted are cumulative and in addition to the rights and remedies provided by law; the exercise of either party of one or more rights or remedies shall not impair its right to exercise the other right or remedy.

(g) If the Property is "under a lease", Owner must notify Agent of Owners Intentions not to renew this contract (or offer the house for lease) for an additional lease term. Without 90 days written notice to terminate by Owner prior to the end of the existing lease term, Agent will market the property for lease at the same rental rate as the existing lease and be authorized to execute a new lease with new tenant and term. In addition, Agent reserves the right to revise this Owner agreement when legally necessary or recommended. Owner will acknowledge & initial all reasonable amendments.

4. Commissions and Marketing Fees: Owner shall pay to Agent at the signing of this Agreement the sum of \$100.00 as a one-time administration fee. Upon approval of a tenant applicant by Agent, Owner will pay Agent the following fees:

I) Procurement Fee for renting the Property equal to one full month's rent which will be collected from rent received from tenant at lease start.

II) Agent will retain \$250.00 to fund minimum balance in the Rent Trust Account set forth in paragraphs 7 and 10 below. Any balance of these funds will be returned to Owner at the end of the management agreement.

III) Renewal Fee: If the original lease is for a period longer than one year, or Resident renews or extends his/her original lease, Platinum Property Management will retain 50% of the 13th month rental amount as a one-time renewal fee for the remainder of the tenant's occupancy.

IV) A Monthly Management Fee beginning the second month the Property is occupied and ending when this Agreement is terminated, the amount to be the larger of eighty (\$80) dollars or eight (8%) percent of the monthly rental rate of the current lease. Rents which are over \$2000.00 per month will be 7% and rents over \$3000, 00 per month will be 6%. These fees will be subtracted from owner's monthly disbursement.

V) Platinum Property Management will conduct a minimum of 4 inspections throughout the year. These inspections include a move-in inspection, move-out inspection and a periodic inspection at the fourth and eighth month of the lease term. There is a \$50. per inspection fee for the fourth and eighth month inspections. These fees will be deducted from owner's monthly disbursement.

VI) Prorated Warranty The procurement and renewal fees come with a pro-rated warranty good for a twelve month rental from the tenant. Should the tenant not pay twelve (12) rental payments for the initial lease, or any renewal lease period, Broker will apply a pro-rated refund from the last procurement of renewal fee (as applicable) towards the next procurement fee. The refund is calculated by multiplying the ratio of unpaid months relative to the twelve month period times the amount of the last procurement of renewal fee charged. This refund is only applicable to properties that are managed by Platinum Property Management Services. This refund is not applicable toward "Lease Only" accounts or accounts that are terminated by Owner while the property is still occupied by the tenant.

5. Non-Discrimination: Owner understands that in leasing Property, both Agent and Owner must fully comply with all laws and regulations, which prohibit discrimination on the basis of race, color, familial status, religion, national origin, sex, or handicap. Owner understands that he/she has no say so in the process of qualifying said tenant and is relying on Agent to use its good judgment and knowledge of the laws that govern this business in approving applicants and managing the Property.

6. Authority to Execute Lease: Owner hereby constitutes and appoints Platinum Property Management LLC as his/her true and lawful Attorney-in-Fact for him/her and in his/her name, place and stead to negotiate, make, execute, sign, seal, acknowledge and deliver in his/her name, to lease the Property herein above described which leases shall contain such provisions as the Agent shall deem proper and to do those acts permitted by paragraph 7 below. Owner has named Platinum Property Management LLC as its authorized agent and Owner understands and agrees that Owner will be named as landlord on the lease document. The lease is between Agent and Resident and Owner understands that he/she has no authority over the lease with the Residents and agrees to have no communication directly with Residents of the Property while Owner is under this Agreement. If, when this Agreement is executed, Owner already has a tenant on the Property covered under this Agreement, Platinum Property Management LLC is under no obligation as to the credit worthiness or sustainability of the pre-approved tenant, and enters into this Agreement solely as to the

continuance of a relationship already established. If owner does contact tenant directly, Platinum Property Management Services reserves the right to terminate this agreement with cause.

7. Management: Upon leasing the Property, Agent shall also manage it for owner and, in that regard, Agent shall deposit all income into a special account maintained by Agent, titled "Platinum Property Management and Realty Trust Account". Owner understands that Broker has no control over any financial institution and that Broker shall have no liability for any loss resulting from the failure of the banking institution. Within thirty days of said deposit, Agent shall make a remittance to Owner, after deducting the appropriate sums, along with a report to the Owner as to income and expenses related to the Property since the last report. Agent may withdraw from such bank account disbursements required to be made on behalf of the Owner under this Agreement or the lease, including, but not limited to, Agent's compensation and other expenses as set forth in this Agreement or the lease. Owner shall have the right throughout the term of the lease, to inspect invoices and other data supporting receipts collected and disbursements made by Agent. Agent shall at all times retain such invoices and supporting documents for Owner's use for three years. All application fees, collection and administration fees, bad check charges, forfeited reservation deposits, late fees, credit reporting fees and interest on escrow accounts shall be the property of Agent.

Email Statements and Direct Deposit: Owner will receive monthly statements via email. Owner also agrees that rental proceeds will be received each month by Direct Deposit. Should this option not be accepted, owner is aware he/she will be charged a \$10 administrative manual check fee as acknowledged by his/her initial here _____. Should Owner have multiple properties with Agent, and one Property account has a negative balance, Agent is authorized to transfer moneys from one account to another to cover said negative balance.

Lease Termination. Agent is authorized to terminate a lease on Owner's behalf due to defaults by Residents and, if Agent deems it proper, to reinstate such leases. Agent is also authorized to decide what portion, if any, of the security deposit shall be returned to Tenant or retained.

Legal Proceedings Upon Owners approval and payment received from Owner, Agent is authorized to institute and prosecute legal actions and proceedings in Owner's name and behalf, to remove Residents from Property, and for such purposes, Agent may employ attorneys and incur court costs and litigation costs at Owner's expense. Agent is also authorized to settle or compromise any such legal action or proceedings if Agent deems it proper to do so.

8. Repairs and Maintenance. Owner's Operating Account: Owner acknowledges that under Georgia law he/she is responsible for maintenance and repairs of the Property pursuant to O.C.G.A. Sections 44-7-13 and 44-7-2. Agent is authorized to make such repairs to the Property as Agent reasonably believes to be necessary to protect Property from damage or maintain services to a Resident for which services a lease provides. Agent is hereby authorized by Owner at the Owner's expense to maintain said Property and keep Property in suitable rental condition, purchase necessary supplies and replacement materials and fixtures that are necessary to maintain the utilities and the service to the Property, including but not limited to electricity, gas, maintenance, refuse disposal, termite extermination and pest control and other services which Agent shall consider advisable and necessary to properly maintain the Property and/or comply with any applicable laws, to make ordinary repairs to the Property provided that expenditures for any one item or repair shall not exceed the sum of \$250.00 without prior knowledge of Owner, unless made under circumstances which Agent deems to constitute an emergency or are contingencies of an approved application for lease or shall be deemed by Agent to be a safety or health risk to a Resident. Agent is expressly authorized by Owner to employ, discharge, and supervise any and all contractors considered by Agent as necessary or desirable for the efficient maintenance or repairs of the Property, including contractors, which may be affiliates of Agent. If an estimate for a required repair exceeds \$250.00, then Owner agrees to pay Agent the amount of the estimate in advance of the repair. Owner shall promptly reimburse Agent for the cost of all repairs, which Agent pays for or for which Agent becomes obligated, but Owner understands that Agent is under no obligation to make expenditures in excess of the operating account balance. Owner acknowledges and agrees that any need for repairs noted by a housing code inspector or for which a housing code inspector has warned Owner and/or Broker that a citation will be issued if not repaired or for which Owner and/or Broker has received a citation may be treated by Broker as an emergency need for repairs for Broker is hereby authorized to immediately correct.

9. Rehab, Renovation and Replacements: Agent agrees to manage regular maintenance problems, normal breakdowns and minor repairs as part of the management fees outlined in this Agreement. Owner will be responsible for same. Managing rehabs, renovations, replacements, insurance claims, general contractor work and large jobs are not a part of this Agreement. Examples of such items may include, but are not limited to, new septic systems, new roofs, exterior and interior painting, new carpeting and remodeling kitchens and bathrooms; generally items over \$1,000.00. Should Owner choose to use Agent to perform such work, Owner agrees to pay Agent 10% of the contractor's price as a "Rehab Premium". In the alternative, Agent may offer to contract for the above services with a company which is an affiliate or owned by the Agent. In such event, Agent shall disclose to Owner the fact that Agent has a financial connection with the proposed contractor. If, after such disclosure, Owner agrees to employ the services of such affiliate or company owned or partially owned by Agent, Agent will waive the above referenced 10% fee.

10. Minimum Account Balance: Once the Property is rented, Owner agrees to establish and maintain with Agent, in the Rent Trust Account, the sum of \$250.00, or an amount agreed to by the parties, as a reserve for the operating account noted in paragraph #8 and

other expenses specified in this Agreement. Said account shall be refunded to Owner within 90 days of the termination of this Agreement provided all sums due under this Agreement have been paid.

11. Promotion and Advertising: Agent may, at the Agent's expense, advertise the Property in whatsoever manner the Agent may feel appropriate. Agent shall provide no accounting to Owner for advertising as Agent intends to use many different sources and methods to promote said Property, some of which will be generic in nature. Owner specifically authorizes Agent to place a "For Rent Sign on the Property and to utilize/place a lockbox with a key inside on the property to be used in connection with marketing, inspection and leasing the property by Broker, Broker's affiliated licensees, other real estate Brokers and their affiliated licensees and other who may need access to the property. There have been isolated instances of crimes occurring against property and persons where a key from the lockbox was alleged to have been used for criminal purpose. In order to minimize the risk of such crimes occurring, Owner is encouraged to (a) remove all valuables or put them in a secure place, (b) not permit lockboxes on door handles that can be unscrewed from the outside or on other parts of the building from which a lockbox can be easily removed, (c) place a separately keyed or internally locking deadbolt lock on the door serviced by the lockbox that is locked at all times when the occupant of the property is present in the property and (d) take any other measures Owner believes are appropriate to protect Owners property and all persons occupying the Property. Owner authorizes Agent to sign listing agreements on his/her behalf to enter Property in local multiple listing services and websites. If Owner specifically directs that advertising be done in a particular medium not normally used by Agent, Owner shall bear the total expense of same.

12. Condition of Property: Owner certifies that all systems and furnished appliances such as heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources. Owner certifies that the house is in good and habitable condition now and Owner shall at all times, while this Agreement is in effect, be responsible for maintaining the Property in a good safe and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner shall ensure that the house is clean, free of all pests, and the grounds are in good condition at the time Agent obtains a Resident for Owner. Should Owner commit to make certain repairs or clean Property prior to occupancy by a Resident and fails to do so, Agent is hereby authorized to do said repairs/cleaning at Owner's expense. Upon the execution of this Agreement, Owner shall provide Agent with 4 (four) keys, garage remotes (if applicable), HOA passes and CC&R's/HOA documents for this Property. In the event Owner does not get final approval from HOA to place a tenant in the property, Platinum Property Management will not be held liable for any violations incurred, by any party to the lease, for any citations, fines etc levied by governing body.

Property Disclosure Statement: Owner shall promptly supply Agent with a Property Disclosure Statement, on a form acceptable to Agent, and authorizes Agent to provide a copy thereof to prospective tenants. In addition, Owner acknowledges and agrees that Broker may disclose all information about the property to others.

Lead-Based Paint Disclosure Statement: If any part of the dwelling was built prior to 1978, or if Owner does not know when it was built, Owner agrees to provide a written disclosure on a form approved by the Environmental Protection Agency, concerning the presence of any known lead-based paint or hazards related thereto in the dwelling.

Insurance: Owner understands that it is his/her responsibility to maintain adequate fire, liability and extended insurance coverage on the Property. Owner shall, at all times, while this Agreement is in effect, maintain liability insurance of at least three hundred thousand dollars, and will cause Agent to be named as an Additional Insured under such liability insurance policy. Owner shall provide Agent with proof of such insurance coverage prior to Agent leasing the Property. Should Owner fail to provide said proof of coverage, Agent has the right to acquire, but no obligation to acquire same at Owner's expense. Agent/Platinum Property Management LLC will take no liability or responsibility for Owners lack of Proper Landlord and additional Insurance.

13. Express Release as to Personal Property: Owner acknowledges that he/she has removed any and all personal property that he/she desires before the Property is put on the market for lease. In the event Owner has left any personal property behind, Owner hereby releases and discharges Agent, its employees, agents, representatives and successors for and from any and all obligations to undertake any accounting for this property. Owner expressly acknowledges that any personal property left behind is done at his/her own risk. Owner shall indemnify, defend, hold and save Agent harmless for and from any and all liabilities, damages, claims, actions, causes of action, costs and expenses, including, but not limited to, all claims of whatsoever type, against Agent relating to any personal property. "Personal property" shall include, but not be limited to, window covering, refrigerator, grills, lawn equipment, ceiling fans, and washer/dryer.

14. Prompt reimbursement of Expenses, Interest, and Attorney Fees: Owner expressly agrees to reimburse Agent upon written request within fifteen days after any expenditure on Owner's behalf as provided for in this Agreement. Monthly Owner's statements which reflect a negative balance shall constitute a written request for reimbursement. Said reimbursement shall be in an amount sufficient to pay the expenses of the Property and maintain the sum set forth in paragraph #10 of this Agreement. Should Owner fail to reimburse Agent for any expense within said fifteen day period, Owner agrees to pay interest to Agent in the amount of eighteen (18) percent per annum in accordance with Georgia law. Failure to pay may be further grounds for termination of this Agreement by Agent; however, if this Agreement is terminated for nonpayment, said termination shall not result in any forgiveness of any sums due pursuant to this Agreement. Should Agent have to engage an attorney to collect any sums due pursuant to this Agreement, Owner

agrees to pay all actual attorney's fees up to the amount of one third of the amount due and owing, in addition to all expenses incurred on said Property and interest therein.

15. Indemnity: Owner and Agent hereby waive and release any rights of action against the other for loss or damage covered by any insurance policy carried by such party, and each of them covenants and agrees with the other that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against the other. Owner hereby releases and discharges Agent from any liability for any loss or damage, from any cause whatsoever, to Owner's real or personal property, except for loss or damage caused Agent's sole negligence, recklessness or willful misconduct of Agent's employees. Owner hereby covenants and agrees to indemnify, defend and hold and save Agent harmless from and against all liabilities, damages, claims, actions, causes of action, costs and expenses or failure to perform such duties and responsibilities, whether such duties and responsibilities will be express or implied, other than as a result of willful misconduct, recklessness or sole negligence of Agent. Owner acknowledges that Agent has made no inducements or representations other than those contained in this Agreement. Owner acknowledges and agrees that any oral or written statements by Agent or its representatives concerning the benefits or risks of owning or renting or employing Agent to manage the Property or similar residential property does not constitute inducements, warranties or representations. For the purpose of this section, the term "Agent" and "Broker" shall specifically include Broker/Agent and Broker/Agent's affiliated licensees and employees. Owner covenants and agrees with Agent that Owner has not purchased, or will not purchase the Property in reliance upon any such statements. Agent hereby disclaims any guarantee, representation, warranty or covenant including but not limited to:

- (I) that income will be realized from the Property,
- (II) that income realized from the Property will exceed expenses attributable to the Property, or
- (III) That any amount due and payable to the Owner by any third party shall be paid when due.

Owner acknowledges and agrees that Agent is engaged in the business of renting and managing residential property. In the event that Agent is attempting to rent the Property at the same time that it is attempting to rent any other residential property, conflicts of interest may arise between the Owner and the owners of such other residential property. Agent agrees to use its best efforts to treat Owner and the owner of each other residential property managed by Agent in a substantially equitable manner to be determined by Agent in the circumstances. Nothing contained in this Agreement shall be construed to constitute a promise or guarantee by Agent to equalize the occupancy rates or the amount of income received from the rental of any particular residential property. Agent's services hereunder shall be limited to leasing, limited maintenance and management of the Property including regular maintenance but excluding replacement, restoration, major renovations and insurance claims. Nothing herein contained shall be construed or interpreted to mean that Agent is in any sense a general contractor, investment agent or advisor for Owner or a manager of any assets or affairs of Owner other than the Property. Agent's duties hereunder shall not extend to resolution or attempted resolution of disputes or the issues that arise in connection therewith, as Agent for Owner. Agent may pay referral fees, or receive referral fees, from real estate agents and various vendors who assist Agent in meeting customers or assist in the managing or maintenance of such Property.

Owner acknowledges and agrees that Broker/Agent :

- (a) may show other properties to prospective tenants who are interested in Owner's Property;
- (b) shall not be responsible to advise Owner on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of the property, any portion thereof, or any item therein; building products or construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability or cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses of zoning of Property whether permitted or proposed. Owner acknowledges that Broker/Agent is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Owner should seek independent expert advice relative thereto. Owner acknowledges that Broker/Agent shall not be responsible to monitor or supervise and portion of any construction or repairs to the Property and that such tasks clearly fall outside the scope of Real Estate brokerage services;
- (c) shall own no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this agreement;
- (d) shall make all disclosures required by law;
- (e) may disclose all information about Property to others; and
- (f) shall, under no circumstances, have any liability greater than the amount of real estate commission paid hereunder to Broker/Agent (excluding any commission amount paid to a cooperating real estate Broker, if any) or, if no real estate commission is paid to Broker/Agent, than a sum not to exceed one hundred dollars;

16. Sale of Property: Owner may list Property for sale with another real estate company thirty days prior to Resident vacating Property or after this Agreement is terminated, or, with Agent's written permission with no commission obligation to Agent. If Owner sells or contracts to sell the Property to any Resident or applicant prospect pursuant to this Agreement or such contract is entered into at any time in which such Resident is occupying the Property, or at any time during the lease or thereafter, then Agent shall be the Owner's Exclusive Agent and upon consummation of the sale, Owner shall pay the Agent a commission of three (3%) percent of the gross sales price of the Property. The commission provided for in this paragraph shall be payable without respect to the nature or extent of service, in any, actually rendered by Agent in connection with the sale. Termination of this Agreement does not remove this commission obligation. This obligation shall survive the expiration or termination of this agreement.

17 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no oral statements or representations shall be binding on either party. Any change in this Agreement shall be in writing, signed by both parties.

18. Notices: All notices or other communications required to be given under this Agreement, or otherwise necessary to be given, shall be deemed to have been properly given to Owner at the mailing address or email address shown below his/her signature, and to Agent at 1360 Union Hill Rd, Bldg 4 Ste G, Alpharetta, GA 30004. Either party may change the address for receiving such notices by giving the other party ten days written notice of such change. All addresses shall be in writing and personally delivered or sent by certified mail, return receipt requested. Personal notice shall be effective upon delivery and mailed notice shall be effective three (3) days after the date of mailing. It is the intent of the Parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communication.

19. Terminology: Singular pronouns in this Agreement shall be deemed to include the plural and vice versa, and the masculine gender shall be deemed to include the feminine, and vice versa.

20. Independent Contractor: It is understood, that in operating and managing the Property, Agent is acting as owner's agent and nothing herein shall be construed as reserving to Owner the right to control Agent's business or operations or the manner in which the same shall be conducted. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the property, said licensee shall be an employee of the Broker.

21. Signatures/Faxes: Owner and Agent agree that this Agreement can be signed by duplicate originals... Faxes signatures are deemed originals. Owner agrees to provide Agent with proof of ownership of the Property and all parties on title agree to be bound by this Agreement if one Owner signs this Agreement. By signing below, Owner warrants they are the exclusive title owner of the Property.

22. Binding Agreement: This Agreement shall be binding upon all the Owners of said Property and shall insure to the benefits of all parties, as well as their respective heirs, successors and assigns.

23. Special Stipulations: The following special stipulations, if any, shall control in the event of conflict in the foregoing.

Property Owner Signature

Co-Owner Signature

Property Owner Signature

Co-Owner's Signature

Print Name

Print Name

Owners Mailing Address (other than property address)

City

State

Zip Code

Contact E-Mail Address

Home Phone

Work or Cell

Alternate E-Mail Address

Fax #

Emergency Contact name & phone number

Platinum Property Management Services LLC, by: _____

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2010

RENTAL HOME PRICE & PRICE ADJUSTMENTS:

At the time of the listing, the agreed monthly rental price for this home will be \$ _____

After _____ weeks, the agreed monthly rent will be adjusted to \$ _____

After _____ weeks, the agreed monthly rent will be adjusted to \$ _____

X _____

X _____

Homeowner

Platinum

MORTGAGE PAYMENTS

Property Owner/Client agrees to notify Platinum Property Mgmt immediately should mortgage payments on this property or properties become delinquent. Platinum Property Mgmt reserves the right to terminate this agreement if mortgage payments become delinquent. Owner/Client agrees that all fees due, or coming due, for the remaining term of the lease will be deducted from the last disbursement check due to owner/client. In addition, should Broker/Agent be notified that a foreclosure action has been initiated against the subject property than Owner authorizes Broker to freeze all of the Owner's funds related to the property and Broker/Agent will make no further disbursement to Owner. Owner/client authorizes Broker/Agent/Platinum Property Mgmt to notify the tenant of the delinquency and will retain the right to refund the applicable security deposit to the tenant and deduct from Owner's funds all amounts due to Broker/Agent including, but not limited to, any refund of prorated rent to tenant and all management fees that would be due to Broker/Agent through the end of the original lease term.

Owner Initial _____

HOMEOWNERS ASSOCIATION (HOA)

- 1) Owner is aware that all utilities will remain turned on at the owner's expense until 3 days after the property is leased.
- 2) Air conditioning must be set at 78 degrees or lower for showings and to prevent mold & mildew damage during warm months.
- 3) Heat must be set at 60 degrees or higher to prevent winter damage. Owner's initial _____

Owner has given the Keys and Codes for the Security Gate & HOA Amenities to Platinum. Owner's Initial _____

Mail Box Keys given to Platinum and location of Mail Box Owner's Initial _____

Owner warrants that they have investigated the HOA Covenants and By-Laws and/or contacted the HOA and has found that it is within the guidelines of this neighborhood to rent this home to a non-family member at this time. Owner is aware that Platinum Property Management Services, LLC cannot and will not interfere or interface with the HOA of this or any neighborhood. Homeowner warrants that this property currently adheres to the neighborhood standards set forth in the HOA By-Laws and Covenants and that at this time there are no known or standing violations regarding this property and that any and all Homeowners Annual Dues and Assessments due are paid and in good standing. Owner is aware that while this property is listed and is leased with and through Platinum Property Management Services, any HOA annual dues and assessments are the responsibility of the Property Owner.

X _____
Owner

Date

X _____
Co-Owner

Listed below is the current HOA Contact Information:

Name of HOA: _____ Contact Person _____

Contact Person Phone: _____ Email: _____

EXHIBIT "A"

AUTHORIZATION TO ADD PLATINUM PROPERTY MANAGEMENT AS ADDITIONAL INSURED
(*This form to be given to your Insurance Agent*)

Insurance Agent: _____

Insurance Company name: _____

Company Address: _____

Phone number: _____

Fax number : _____

Policy # _____

Dear Agent:

I have asked Platinum Property Management Services, LLC to manage my property at:

_____ as a rental, which is insured with your company. My management agreement with Platinum requires that they be added to my insurance policy as an Additional Insured for the purposes of notification and liability

Please add Platinum Property Management Services, LLC as "Additional Insured" to my policy on the above-mentioned property and notify Platinum should there be a lapse in coverage.

It is my understanding that there is *no additional cost* for this endorsement. If there is a charge, contact me before making any changes to my policy. Otherwise, mail the endorsement directly to Platinum Property Management Services, LLC, 1360 Union Hill Rd, Bldg 4, Ste G, Alpharetta, GA 30004 and copy me. Thank you for handling this for me.

Sincerely,

X _____
Policy Owner

_____ Co Policy Owner

_____ Date

Direct Deposit Set-Up Form

NOTE: All information is required for direct deposit to be processed by bank. Incomplete forms cannot be processed.

Owner's Bank Account Information

Rental
Property
Address:

Owner's
Name on
Account:

Last

First

M.I.

Owner's
Address on
Account:

Street Address

Apartment/Unit #

City

State

ZIP Code

Bank
Account
Type:

*Select appropriate account type. (Check
only one account type.)*

Checking
Account: _____

Savings
Account: _____

Voided Check Required for Direct Deposit

Attach voided check here.

Deposit slips are not acceptable.

Owner's Authorization

I hereby authorize Platinum Property Management Services, LLC to deposit monthly rent distribution to the above account.

I understand that if I do not provide a voided check to Platinum Property Management Services, LLC, my monthly rent distribution will be paid to me in the form of a company check and will be sent to me via the U.S. Postal Service.

I understand that, in the event I wish to change my direct deposit banking information on file at Platinum Property Management Services, LLC, I must notify the company in writing of the change and provide a voided check for the new bank account.

Owner's
Signature: _____

Date: _____

Credit Card Authorization

Rental Property Address: _____

I hereby authorize Platinum Property Management Services, LLC to charge my credit card listed below for necessary maintenance and/or any other items relating to the management of the above named property. I understand that this card will not be used without my prior consent and approval for each transaction to be charged to this card.

Credit Card Information:

Type: Visa___ MasterCard___ Discover___ Debit Card___ (we cannot process AmEx)

Name on Card: _____

Account Number: _____

Expiration Date: _____ 3 digit code on the back _____

Billing Zip Code: _____

I understand that, in the event I wish to change or delete the credit card information on file at Platinum Property Management Services ,LLC, I must notify the company in writing of the change.

Signature of Card Holder _____

Date _____