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TENANT FINDER SERVICE AGREEMENT

Pursuant to this Leasing Agreement dated _____ (hereinafter "Agreement"), the undersigned _____ (hereinafter "Owner") hereby agrees to contract with Capital Property Management (hereinafter "Leasing Agency"), to exclusively lease or rent the Owner's real property described as _____ (the "Property") upon the following terms and conditions:

1. Leasing/Renting: To advertise the availability for rent of the Property or any part thereof in online publications and video, and to display "For Rent" or "For Lease" signs thereon. The Leasing Agency shall use reasonable efforts to lease or rent Owner's real property and will show Property by appointment.

Owner SHALL NOT place any advertising for the Property themselves. The Leasing Agency will be the only advertiser of the Property. Owner agrees not to lease or rent directly to anyone without approval of the Leasing Agency, agrees to refer any rental inquiries to the Leasing Agency, and agrees not to make any agreements with or promises to potential or existing tenants without the Leasing Agency's approval. The Leasing Agency shall perform the selection of tenants in compliance with Fair Housing laws.

Owner authorizes the Leasing Agency to use a lockbox to permit access to the premises, to the Leasing Agency, cooperating agent, potential residents, and maintenance personnel. Owner acknowledges that the Leasing Agency is not insuring Owner against theft, loss, or vandalism resulting from such access.

Owner is to provide their own lease to the Leasing Agency or can choose to use the Leasing Agency's lease. The Leasing Agency takes no responsibility for content or lack thereof in any lease provided, including the Leasing Agency's own. Any lease, rental agreement or addendums shall be executed with Owner's approval after proper screening and verification, and shall be in the name of the Owner.

Initial one:

Owner chooses to use their own lease and addendums: _____

Owner chooses to use The Leasing Agency's lease and addendums: _____

The Leasing Agency will execute lease terms which do not exceed 12 months. The monthly rental price will start at \$_____ and may change due to marketing strategy but not without Owner's permission.

2. Property Condition Report/Walkthrough Inspection:

The Leasing Agency shall complete a written Move-in Inspection with the approved tenant and verify with said tenant verbally that they have switched the appropriate utility bills as requested by Owner, into their name. After the lease is executed and funds are collected and cleared, the Leasing Agency turns all management responsibilities over to the Owner who will serve as landlord moving forward.

Capital Property Management will not be the property manager after the accepted tenant takes possession.

Move in *video* inspections are not included in this contract but can be included provided for a \$65 fee. Initial here for a move in *video* inspection report for incoming occupants: _____

Move out video inspections are not included in this contract but can be provided for a \$65 fee. Initial here for a move out *video* inspection report for outgoing occupants: _____

Move out *written* inspections are not included in this contract but can be provided for a \$45 fee. Initial here for a written move out inspection report for outgoing occupants: _____

It shall be the responsibility of the Owner to keep/make their own copies of the inspections, regardless of video or written, as the Leasing Agency is not responsible for the keeping of or storage of said files.

3. Compensation: The Leasing Agency shall receive compensation from Owner in the amount of **\$399.00** for any lease or rental agreement, regardless of who places tenant in Property. The Leasing Agency shall collect the initial rent, security deposits, and all other funds due from any approved leasee or tenant. The funds are to be forwarded to Owner after appropriate fees and expenses are deducted.

4. Lead Based Paint Disclosure. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, the Leasing Agency and Owner must disclose the presence of know lead based paint.

Owner's Acknowledgement relating to the Property **(Initial if Applicable)**

- 4.1 Known lead based paint/hazards are present _____
- 4.2 Has no knowledge of lead based paint/hazards _____
- 4.3 Has provided lead based/hazard records _____
- 4.4 Has no records pertaining to lead based paint/hazards _____

5. Tenant's Personal Information: It is understood by the Owner, that the personal data of the Tenants will be transferred to the Owner upon possession of the property. By accepting the Tenant's personal information, you are accepting the responsibility of this sensitive personal data. You hereby agree that you accept full responsibility for the safeguard of the contents. Furthermore, you agree that Capital Property Management will not be held responsible by you, or any other party(s), for any claims made against us for your misuse or mishandling of the third-party(s) personal data. Any claim(s) made against us will result in our firm counter-pursing any and all legal remedies made available to us including the recovery of attorney's fee and other possible damages. The information on the credit report will be reviewed with the Owner but the report data will not be given to the Owner for their possession.

6. Security Deposits: All security deposit distributions will be handled by the Owner directly; Capital Property Management is not responsible in any way with this distribution. No action may be taken against the Leasing Agency regarding issues with security deposits.

7. Cancellation: If Owner chooses to cancel this contract within 7 calendar days of the execution date of this Agreement, there will be a cancellation fee of \$197.50, due at the time of cancellation. If the Owner chooses to cancel this contract anytime beyond 7 days, there will be a cancellation fee of \$350, due at the time of cancellation. All contract cancellations must be in writing.

8. Other: (a) The Leasing Agency shall receive and retain all lessee or tenant application fees.
(b) The Leasing Agency records relating to the real property may be destroyed six years after termination of this Agreement.

Acknowledgement of Copy: Owner acknowledges receipt of a legible copy of this fully executed Agreement. The parties agree that this Agreement has been entered into in the State of Idaho that that the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder.

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

CPM: _____ Date: _____