



MCKINNEY & ASSOC.,  
INC., REALTORS®

2196 LAKE TAHOE BLVD., (HWY 50) SUITE 1  
SOUTH LAKE TAHOE, CA 96150

SALES (530) 542-5555  
RENTALS (530) 542-0557  
FAX (530) 542-2803  
[www.weselltahoe.com](http://www.weselltahoe.com)

Dear South Lake Tahoe Property Owner:

Thank you for your interest in Coldwell Banker Mckinney & Assoc. rental programs. Our Property Management Department handles Vacation Rentals, Long Term Rentals, as well as, Seasonal Rentals. We also have a full service Sales Department to help you with selling, exchanging, or obtaining a new investment.

Our goal is to offer professional property management: relieving you of all management problems, keeping your value up and allowing others to share the pride of your South Lake Tahoe Property!

By placing your property on our Long term or Seasonal Rental Program, you receive the financial benefit of obtaining a monthly fixed income with very low overhead on the property. We will relieve you of the stress of having to keep tabs on your tenants and your property.

Our office is conveniently located at 2196 Lake Tahoe Blvd (HWY 50), between 3<sup>rd</sup> street and Tahoe Keys Blvd. The rental office is on the right side of the building and is open Monday thru Friday 8:00am – 5:00pm and Saturday 8:00am – 4:00pm.

On the following pages you will find an outline of our contracts, policies and services. Please review this information at your convenience and if you have any questions, please do not hesitate to contact one of our friendly staff members at (530) 542-0557.

Sincerely,

Chris Chanlder  
Coldwell Banker Mckinney & Assoc.  
Property Manager



PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 4/03)

("Owner"), and

Coldwell Banker McKinney & Assoc., INC

("Broker"), agree as follows:

- 1. APPOINTMENT OF BROKER: Owner hereby appoints and grants Broker the exclusive right to rent, lease, operate, and manage the property(ies) known as ... upon the terms below, for the period beginning on (date) ... and ending (date) ... at 11:59 p.m. (If checked:) [ ] Either party may terminate this Property Management Agreement ("Agreement") on at least 30 days written notice ... months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.
2. BROKER ACCEPTANCE: Broker accepts the appointment and grant, and agrees to:
A. Use due diligence in the performance of this Agreement.
B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.
3. AUTHORITY AND POWERS: Owner grants Broker the authority and power, at Owner's expense, to:
A. ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property and advertise the availability of the Property, or any part thereof, for rental or lease.
B. RENTAL; LEASING: Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Broker for Owner shall not exceed ... year(s) or [ ] shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: [ ] at market rate; OR [ ] a minimum of ... per ...; OR [ ] see attachment.
C. TENANCY TERMINATION: Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due, and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.
D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Broker shall obtain prior approval of Owner for all expenditures over \$ 250.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Broker's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
F. CONTRACTS; SERVICES: Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Broker may perform any of Broker's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Broker's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner's funds held by Broker, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
H. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be [ ] given to Owner, or [ ] placed in Broker's trust account and, if held in Broker's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
I. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Broker's personal accounts. Broker shall not be liable in event of bankruptcy or failure of a financial institution.
J. RESERVES: Maintain a reserve in Broker's trust account of: \$ 300.00
K. DISBURSEMENTS: Disburse Owner's funds, held in Broker's trust account, in the following order:
(1) Compensation due Broker under paragraph 6.
(2) All other operating expenses, costs and disbursements payable from Owner's funds held by Broker.
(3) Reserves and security deposits held by Broker.
(4) Balance to Owner.
L. OWNER DISTRIBUTION: Remit funds, if any are available, monthly (or [ ] ), to Owner.
M. OWNER STATEMENTS: Render monthly, (or [ ] ), statements of receipts, expenses and charges for each Property.
N. BROKER FUNDS: Broker shall not advance Broker's own funds in connection with the Property or this Agreement.
O. [ ] (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

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PMA REVISED 4/03 (PAGE 1 OF 3)

Owner's Initials ( ) ( )
Broker's Initials ( ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 3)

Agent: Jim McKinney Phone: (530)5425555 Fax: (530) Prepared using WINForms® software
Broker: Coldwell Banker 2196 LAKE TAHOE BLVD #1, SO. LAKE TAHOE CA 96150

4. OWNER RESPONSIBILITIES: Owner shall:

- A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.

5. LEAD-BASED PAINT DISCLOSURE:

A.  The Property was constructed on or after January 1, 1978.

OR B.  The Property was constructed prior to 1978.

(1) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: \_\_\_\_\_

(2) Owner has no reports or records pertaining to lead-based paint or lead-based hazards in the housing, except the following, which Owner shall provide to Broker: \_\_\_\_\_

6. COMPENSATION:

A. Owner agrees to pay Broker fees in the amounts indicated below for:

(1) Management: 1 year minimum contract is charged a 10% commission of each monthly rent.

(2) Renting or Leasing: One Time only is a 50% charge of the first month rent and owner manages after

(3) Evictions: \_\_\_\_\_

(4) Preparing Property for rental or lease: \_\_\_\_\_

(5) Managing Property during extended periods of vacancy: \_\_\_\_\_

(6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Broker: \_\_\_\_\_

(7) Other: Furnished seasonal rentals/leases is 20% com. per month with a minimum of 2-5 months

B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or \_\_\_\_\_

If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

C. Broker may divide compensation, fees and charges due under this Agreement in any manner acceptable to Broker.

D. Owner further agrees that:

(1) Broker may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or  if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.

(2) Broker may perform any of Broker's duties, and obtain necessary products and services, through affiliated companies or organizations in which Broker may own an interest. Broker may receive fees, commissions and/or profits from these affiliated companies or organizations. Broker has an ownership interest in the following affiliated companies or organizations: \_\_\_\_\_

Broker shall disclose to Owner any other such relationships as they occur. Broker shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.

(3) Other: \_\_\_\_\_

7. AGENCY RELATIONSHIPS: Broker shall act, and Owner hereby consents to Broker acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Broker may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of other owners' properties before, during and after the expiration of this Agreement.

8. NOTICES: Any written notice to Owner or Broker required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR  \_\_\_\_\_

Owner's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Broker's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



9. DISPUTE RESOLUTION

- A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action, subject to paragraph 9B(2) below. Paragraph 9B(2) below applies whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 9B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- C. (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Owner's Initials \_\_\_\_\_ / \_\_\_\_\_ Broker's Initials \_\_\_\_\_ / \_\_\_\_\_

- 10. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 11. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 9A.
- 12. **ADDITIONAL TERMS:**  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD) A service fee of \$5.00 will be charged to the owners maintenance account if any invoices or bills need to be paid through our office. xxx Please Initialx
- 13. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.  
**Owner warrants that Owner is the owner of the Property or has the authority to execute this contract. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_

Print Name \_\_\_\_\_ Social Security/Tax ID # (for tax reporting purposes) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_

Print Name \_\_\_\_\_ Social Security/Tax ID # (for tax reporting purposes) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) Coldwell Banker Mckinney & Assoc., INC

By (Agent) \_\_\_\_\_ Chris Chandler Date \_\_\_\_\_

Address 2196 Lake Tahoe Blvd Ste#1 City South Lake Tahoe State Ca Zip 96150

Telephone (530) 542-0557 Fax (530) 542-2528 E-mail rentals@cbmckinney.com

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Published by the California Association of REALTORS®

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



# Coldwell Banker Mckinney & Assoc.,INC

Property Address: \_\_\_\_\_ Sq.Feet: \_\_\_\_\_ Levels: \_\_\_\_\_

## Long Term Property, Initial HereX

Unfurnished \_\_\_\_\_ Furnished \_\_\_\_\_ ( list beds on back or below)

Number of Bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_

Garage: \_\_\_\_\_ Fireplace: \_\_\_\_\_ Kind of heating: \_\_\_\_\_

Washer/Dryer Hook-ups: \_\_\_\_\_ Fenced Yard: \_\_\_\_\_

Living-room: \_\_\_\_\_ Family Room/Den: \_\_\_\_\_

Pets Allowed: \_\_\_\_\_ Utilities Included: \_\_\_\_\_

## Seasonal Property, Initial HereX

Please list what beds are in each bedroom and where bathrooms are located

Number of bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_

Bedroom one beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Bedroom two beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Bedroom three beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Bedroom four beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Bedroom five beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Bedroom six beds: \_\_\_\_\_ Bathroom yes or no: \_\_\_\_\_

Living room: \_\_\_\_\_ Family Room: \_\_\_\_\_ Garage: \_\_\_\_\_

Fireplace: \_\_\_\_\_ King of Heating: \_\_\_\_\_ TVs: \_\_\_\_\_

Washer/Dryer: \_\_\_\_\_ Pets Allowed: \_\_\_\_\_

Fenced Yard: \_\_\_\_\_ Internet Available: \_\_\_\_\_

## General Information needed for all properties

Breaker Box Location: \_\_\_\_\_

Water Shut off Location: \_\_\_\_\_

Crawl Space location: \_\_\_\_\_

# **Coldwell Banker Mckinney & Assoc., INC**

## **Long Term & Seasonal Rental Property Services**

### **Management Agreement**

Our contract will run for one full year if you have chosen us to manage your property on a month to month basis and it will automatically renew itself each year on a month to month basis. If you have chosen the one time only option, we will move the tenant in and forward all info and monies to you, at that time the contract will end. If you have chosen just a seasonal rental we will ask you to fill out the same rental contract but it will be on a minimum of 3 months after that it turns into a month to month contract. The contract may be terminated by either party by giving the other party a written 30-day notice.

### **Monthly Rental Rates**

Our rates are set by our staff in a professional manner with full agreement of both parties. Our policy is to be competitively priced and not to value the rental over the market conditions. Each year we will review your property to insure it is receiving its full rental value.

### **Minimum Standards and Home Safety for all Rental Properties**

All Coldwell Banker Mckinney & Assoc., Inc, rental units must be comfortable, clean and all items in operable condition. Windows must all have locks and any exterior doors other than sliding glass doors must have deadbolt locks. Seasonal Properties should have clean, comfortable and respectable furnishings. Each home must have a smoke detectors in each bedroom and at the beginning of the hallway to get to the bedrooms. In addition there must be one placed in the living-room. If it is a 2 or 3 level property besides the bedrooms, a smoke detector must be placed on the ceiling as your coming on to that level. All smoke detector must have fresh batteries in each. A Carbon monoxide detector is required for all homes and should be placed in the living room areas and if the home has a garage, one should be placed there as well.

### **Housekeeping and Maintenance**

Each property signing up with our services, prior to occupancy, the unit should have a deep clean and carpets must also be professionally steam cleaned. Heaters and fireplaces are also to be serviced and cleaned to insure proper functioning on a yearly basis. Our office will be glad to set up any of these services for you by using one of our licensed and bonded vendors. Each rental owner is required to supply Coldwell Banker Mckinney & Assoc. with a \$300 owner maintenance deposit to put in your account for any issues that may arise. We will handle the maintenance of the unit up to the amount in your account without informing you. For repairs or maintenance exceeding \$200, you will be contacted for approval. In the event of an emergency, we will handle the problem in a professional manner to mitigate damage to your property. If desired, the owner can maintain a higher owner maintenance deposit in their account and authorize Coldwell Banker Mckinney & Assoc. to make repairs as necessary without prior contact.

### **Insurance**

Each owner must carry and pay for: (1) Public and premises liability insurance in an amount of no less than \$1,000,000.00. (2) Property damage and worker's compensation insurance adequate to protect interest of Owner and Coldwell Banker Mckinney & Assoc., INC. Coldwell Banker Mckinney & Assoc., INC shall be and Owner authorizes Coldwell Banker Mckinney & Assoc., INC to be, named as an additional insured party on the Owners policies.

### **Keys**

Each owner is required to supply Coldwell Banker Mckinney & Assoc. with 4 sets of keys to the property. We also need keys to any other locked areas that we may need access to, due to an emergency. For seasonal rentals, some owners may have their own private locked closets but Coldwell Banker Mckinney & Assoc. will not be held responsible if tenants were to gain access to them. Keys are need for any other areas that are locked, such as, crawl spaces, access to attic, access to breaker boxes, heaters and water heaters.

### **Inventory on Furnished Rental Properties**

Coldwell Banker Mckinney & Assoc. requires each owner to supply a full inventory of all contents on the property, inside and out for the owners protection within 10 days of signing up on our rental program. Coldwell Banker Mckinney & Assoc. are not responsible for any loss or damages to the property or its contents for any reasons. Please check with your insurance to confirm you have contents coverage if the unit is furnished.

## **Management Fees**

For the services we provide, our fee for long term rental units, is 10% of the gross monthly rent, with a minimum contract of 1 year between the owner and Coldwell Banker Mckinney & Assoc. Our fee for seasonal rental units, less than 6 months, is 20% of the gross monthly rent, with a minimum contract of 3 months between the owner and Coldwell Banker Mckinney & Assoc. These rates include advertising, processing tenants applications, accounting, calling out vendors for any maintenance problems and any other items that require attention, including after hour calls that cannot be handled during normal business hours.

## **Accounting**

Each owner will receive a monthly statement by mail or can view their statement by going to our web site. [www.stayintahoe.com](http://www.stayintahoe.com). If any work has been performed to your property you will receive by mail the original receipts with a statement, for tax purposes. At the end of each year, every owner will receive an IRS form 1099. Each owner must provide Coldwell Banker Mckinney & Assoc., with their social security number or tax ID number upon entering our rental program. Tenants have until the 5<sup>th</sup> of the month to pay rent. Once rent is paid, payments will be distributed to owners, by either sending a check or by direct deposit, if you have signed up and paid for direct deposit service. There will be a \$5.00 service fee added to any invoices or bills paid out through our accounting office.

## **Rent Collections**

All rents on permanent rentals and seasonal rentals are due between the 1<sup>st</sup> and th 5<sup>th</sup> of every month. If a new tenant occupies a new property and it is the middle of the month, they will still pay a full months rent at move in and the second month will be pro-rated. If a tenant is late, they will be subject to a late fee and served a 3 day notice to pay or quit. One time only tenants will also be paying a full month rent plus the deposit and we will advise them what their following month pro-rated amount will be if moving in after the 1<sup>st</sup> of the month.

## **Utilities**

Each owner must have an account with all of the utility companies, which are: South Tahoe Public utility District, South Tahoe Refuse, Sierra Pacific Power & Southwest Gas. All owners are responsible to pay Water, Sewage & Garbage. Long Term tenants are responsible for the rest of the utilities, at the time of move in we will ask them to have the electricity & gas turned into their name and have them turn in proof to us before releasing keys. At the time a tenant turns in a 30 day notice to vacate, the owner is responsible to have already established a standing order with the gas company and the electricity company, which means the utilities will automatically revert back into the owners name and not be shut off. This is very important to insure uninterrupted service to prevent problems, especially in the winter months. If the owner has signed on as a seasonal rental all utilities must be kept in the owners name, including all mentioned above and in addition to those, cable and telephone. Each property must be kept at a minimum of 55 degrees in the winter months.

## **Security Deposits**

Each renter is charged a security deposit in addition to the first months rent. The security deposit is held by Coldwell Banker Mckinney & Assoc., in a non-interest bearing trust account. The security deposit must be returned to the tenant within 21 days of the departure. If the owner has chosen to do a one time only contract, it is the owners responsibility, to refund the tenant within 21 days of vacating. Deductions on the deposits can be for any unpaid rents, damages, cleaning and carpet cleanings.

**We hope this information has answered all of your questions. Should you have any questions, please contact us at 530-542-0557 or by e-mail at [rentals@cbmckinney.com](mailto:rentals@cbmckinney.com). After reading this information please provide us with your signature and date below.**

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

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

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank You

Coldwell Banker Mckinney & Assoc., INC Property Management Department



MCKINNEY & ASSOC.,  
INC., REALTORS®

2196 LAKE TAHOE BLVD., (HWY 50) SUITE 1  
SOUTH LAKE TAHOE, CA 96150

SALES (530) 542-5555  
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FAX (530) 542-2803  
[www.weselltahoe.com](http://www.weselltahoe.com)

## **Please Note**

A check in the amount of \$300.00, must accompany all signed information, for your maintenance fund.

**Thank you,**

**Coldwell Banker Mckinney & Assoc. INC  
Property Management Department**





MCKINNEY & ASSOC.,  
INC., REALTORS®

2196 LAKE TAHOE BLVD. (HWY 50), SUITE 1  
SOUTH LAKE TAHOE, CA 96150  
SALES (530) 542-5555  
RENTALS (530) 542-0557  
FAX (530) 542-2803

**OWNER INFORMATION UPDATE**

Name(s) \_\_\_\_\_

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

**CONTACT INFORMATION:**

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Work Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

E Mail Address: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> </tr> </table>											

or

Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> <td style="width: 20px; border: 1px solid black;"> </td> </tr> </table>											

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

# Home Owners Insurance

**Insurance Company**\_\_\_\_\_

**Agent/Contact Phone #**\_\_\_\_\_

**Policy Number**\_\_\_\_\_

**Tenant liability coverage? Yes**\_\_\_\_ **No**\_\_\_\_

**Coldwell Banker McKinney listed as secondary insured? Yes**\_\_\_\_ **No**\_\_\_\_



MCKINNEY & ASSOC.,  
INC., REALTORS®

2198 LAKE TAHOE BLVD. (HWY. 50) SUITE 1  
SOUTH LAKE TAHOE, CA 96150  
SALES (916) 542-5555  
RENTALS (916) 542-0557  
FAX (916) 542-2803

### HOME WARRANTIES

It has been brought to our attention that many new home owners have purchased Home Warranty Insurance. This is a wonderful benefit for both you and your property.

We must have all the proper information on your Home Warranty to allow us to use your protection plan. Please provide the following information:

Owner name: \_\_\_\_\_  
Home Warranty Company: \_\_\_\_\_  
Company Phone number: \_\_\_\_\_  
Policy #: \_\_\_\_\_  
Property Address: \_\_\_\_\_

In the event of an emergency, and the Home Warranty company does not respond in a timely manner, it will be necessary for us to call out a licensed service company. You will be billed accordingly for the service.

If you extend your Home Warranty on a yearly basis, please send all renewal information to us for your file.

Thank you.





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INC., REALTORS®

2196 LAKE TAHOE BLVD. (HWY 50), SUITE 1  
SOUTH LAKE TAHOE, CA 96150

SALES (530) 542-5555  
RENTALS (530) 542-0557  
FAX (530) 542-2803

Dear Mr. & Mrs. \_\_\_\_\_,

Being a member of Coldwell Banker Residential Affiliates, we are required to pay a service fee from commissions earned on your property for the leasing and renting function of your property.

We have determined that a reasonable allocation of the two functions would be to apply 10% to the renting and leasing and 90% to the property management function. This does not affect your commission rate and is not an imposed fee.

For your information, we have attached Coldwell Bankers Allocation of Funds Required.

Sincerely,

Chris Chandler  
Property Manager

Please initial after reading

\_\_\_\_\_

### **ALLOCATION OF FUNDS REQUIRED**

To be eligible for the property management exclusion from realty and advertising fees, the management services functions must be clearly defined in a separate written agreement. If an agreement covers both renting and leasing as well as property management, the commissions and revenues earned from the property must be apportioned in writing between renting and leasing versus management services functions, preferably in the same agreement. If the allocation is not made, then all funds received will be presumed to be for renting and leasing and will be subject to realty and advertising fees. Property management services not listed above must be approved by CBRA, in writing, before the exclusion will apply.



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RENTALS (530) 542-0557  
FAX (530) 542-2803

Dear Property Owner:

We have had some complaints regarding the practice of holding checks until they clear from the bank. We understand that this has been a hardship for both you and our Accountant.

The Department of Real Estate now allows us to use the tenant's Security Deposit as a cushion to guard against checks coming back to us with non-sufficient funds. Currently, if the tenant does not make the check good within a reasonable amount of time, the owner would have to return the rent, and we would have to return our commission in order to reimburse the Trust Account. Normally, this is not a problem since our tenants usually come in right away to make the check good. We just want to make you aware of our new policy allowing us to use the Security Deposit in the event the tenant's check is not made good. We believe this procedure will benefit both of us. If you have any questions regarding this matter, please call us at (800) 748-6857.

Please complete the information requested below and return this letter immediately. Upon receipt we will be able to implement this new policy. Please note that this procedure will not apply to those owners who hold their tenant's Security Deposits unless these deposits are turned over to be held in our Trust Account.

Sincerely,

Chris Chandler  
Property Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Owner's Name





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INC., REALTORS®

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SOUTH LAKE TAHOE, CA 96150

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RENTALS (530) 542-0557  
FAX (530) 542-2803

Dear Valued Property Owner;

Exciting News!

We at Coldwell Banker McKinney & Associates would like to offer you the option of having your rental income deposited directly into your checking or savings account!

Instead of waiting for your checks in the mail, which can take up to a week to receive after it has been processed, you will receive instant funding. Not only will you receive your rental income quicker, you will save time by not having to visit your bank as often.

We are offering this service for a low yearly fee of only \$10.00. If you are interested in this time saving offer, please fill out the enclosed form and return with a voided check and yearly fee of \$10.00. Your service will begin approximately 2 weeks after we receive your application and will continue until you decide to cancel.

Please do not hesitate to contact us with any questions you may have. We are looking forward to hearing from you.

Sincerely,

Chris Chandler  
Property Manager





Mckinney & Assoc., Inc., Realtors

# Direct Deposit Authorization Form

For rental property owners

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

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

Bank Name: \_\_\_\_\_

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

Bank Telephone Number: \_\_\_\_\_

Checking/Savings Account Number: \_\_\_\_\_

ABA/Routing Number: \_\_\_\_\_

## Please Attach a VOIDED CHECK

I hereby authorize Coldwell Banker McKinney & Associates to directly deposit my rental income into the account number listed above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security or Tax ID Number: \_\_\_\_\_

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

Daytime Telephone Number: \_\_\_\_\_