

## Property Management Agreement – Silver SFR Plan

## FEE BREAKDOWN SHEET

This form will summarize and present all pertinent fees to this agreement that may be levied in providing management services for the property listed. It is our intent to be fully transparent and clarify all charges up front prior to you moving forward in completing this paperwork. The summarized charges are listed below with references to the paragraph in our management agreement. We want you to fully understand what we charge, why we charge it, and what your money is going to be applied towards for services.

## Monthly Management Fee - 8% of collected rent: Reference Paragraph 18

Pays for the day to day cost of managing your home.

## Leasing fee- 75% of 1st month rent: Reference Paragraph 18

Charged for Photos, Video, marketing, Scheduling Showings, servicing showings, Handling Applications, Screening Applicants, Lease Preparation, Home Preparation Prior to Lease Commencement

### Initial and Annual Inspection: Reference Paragraph 30

- INITIAL HOME INSPECTION (Optional)
- INCLUDED ANNUAL LEASE RENEWAL INSPECTION

### Annual Tax Prep Fee- \$35: Reference Paragraph 20

Covers cost of preparing your annual IRS required 1099 Form and annual statements

### Initial Setup Fee- \$100: Reference Paragraph 19

Pays for the cost of uploading your information in our system to include the management agreement, property information, warranty information, pictures ,video, notes, financials, and inspections.

## Renewal Commission- Reference Paragraph 18

• \$400.00

<u>Owner Benefit Package</u> - **\$45 Per Month:** *Reference Paragraph 26* See attached flyer for details

## Owners Insurance and Surcharge- \$20 Per Month: Reference Paragraph 17

All owners are allowed and encouraged to opt out of this surcharge by following the stipulations in paragraph 17.

## Early Termination Fees: Reference Paragraph 23

Prior to Lease Execution- \$500 After Lease Execution, After 6 Months- No Charge

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#### Sales Commission- Fees in the Event of a Sale: Reference Paragraph 21

If an owner decides to sell the home during our management service, they have the option to sell with our brokerage for acommission of 5.0% with 2.5% of that amount being offered to the buyers agent. ForeFront Property Management will charge 4% if selling to the tenant.

## **OWNER RESERVE FUNDS**

Typically, the only funds ForeFront Property Management will collect up front, before collecting the first months rent, will be the \$300 Reserve. The reserves are funds ForeFront Property Management will hold on file, to use for small maintenance issues as they arise.

## \*ForeFront Property Management will not begin ANY work on a property before the \$300 Reserve has been collected.

## TEXAS PROPERTY CODE

ForeFront Property Management will ensure any home being managed is brought up to and in compliance with Texas Property Code. Below is a list of the items that will be addressed (if they are not already at the time of inspection). \*If, during an inspection, it is determined that any aspect of the home is not up to Texas Property Code, ForeFront Property Management will authorize vendors to perform whateverwork necessary to bring the home up to code, at owners' expense.

For a full explanation of the Texas Property Code, and its requirements, please visit: <u>http://texaspropertycode.org/</u>

#### Outline of Texas Property Code Requirements:

- A working smoke detector, that is less than 8 years of age, in every bedroom, and every hallway leading to abedroom. Also, a smoke detector on every floor.
- Keyless Deadbolts installed on ALL exterior doors (Including the door to the garage)
- Charlie Bars or Pin Locks installed on sliding doors. (If the sliding door does not already have working lock, both a Charlie Bar and Pin Lock will be required)
- Door Viewer (Peep hole) on every exterior door (Including the door to the garage and back door)
- Changing Locks (Required when a home is being turned over to ForeFront Property Management, and in between each new tenant)

\*It is required that the Lock Change be done by a vendor authorized by ForeFront Property Management. ForeFront Property Management utilizes a specific key system to ensure the home owners property and tenants are protected.

Address of Home to Be Managed: 1) Owner Owner Name: \_\_\_\_\_ Address: City, State, Zip: \_\_\_\_\_ Best Phone: Alt Phone: Email: \_\_\_\_\_ Property being managed Address: City, State, Zip: \_\_\_\_\_ Asking Rental Price for the Home: \$\_\_\_\_\_per month. Lowest Acceptable Rental Price: \$ per month. Non-Real Property: Occupied ( )Vacant \*Non-Real Property to include Refrigerators, Washer, Dryer, Etc....Home is Currently: Contact Information: It is the responsibility of the OWNER to exercise due diligence. The Brokers relies on the information provided by the Owner and presumes its validity. It is the

responsibility of the OWNER to ensure all forms of their contact information is and remains current, to include e-mail(s), phone number(s) and address (es). We use this information to provide and send all correspondence between the Owner, Broker, Manager and/or Tenant.

2) Term

- A. Commencement Date: Upon Completion of this Agreement by all parties.
- B. Initial Term: 6 Months from Date of Commencement of this Agreement.
- C. Automatic Renewal: This agreement will automatically renew for a month to month period.
- D. Anniversary Date This agreement coincides with any current or future tenancy to include leases that ForeFront Property Management inherited on behalf of the owner, or when ForeFront Property Management executes a new lease agreement to include all lease renewals under management.
- E. Cancellation Notice: Either party may cancel this agreement with a 30-day written notice.
- F. Written Notice: Notices can be provided in any of these three methods and be deemed sufficient for writing 1) Email, 2) Owner's Portal or 3) Mail
- **G. Tenancy**: This agreement coincides with any current or future tenancy to include leases that are inherited on behalf of the Owner, or when a new lease agreement is executed by Manager.
- **G.** Change of Terms: Any effective changes to this agreement after the initial term must be in writing and be presented to the other party at a minimum of 60 days in advance.

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- H. Owner Handbook: Manager has created an Addendum to this agreement called the Owner Handbook that details Manager's pricing, policies, and procedures for Owner review and acknowledgement that this agreement coincides with upon commencement. Any effective changes to the Owner Handbook will be presented in writing.
- I. Termination: If Owner violates any terms of service contained in this agreement or Manager determines that effective management services can no longer be provided, Manager may terminate this agreement by providing at least 10 days written/email notice.

## 3) Leasing Authority of Manager

Owner grants to Manager the following authority which Manager may exercise on behalf of Owner's best interest:

- A. Advertise the Property for lease using methods Manager determines to be most effective.
- B. Place a "For Rent" sign on property in accordance with local rules and regulations.
- C. Place a lockbox on the home to allow Realtors®and pre-screened applicants with access for showings as deemed appropriate by Manager.
- D. Authorize other Managers, their associates, inspectors, appraisers, and contractors to access the property at reasonable times and to disclosesecurity and lock box codes as required or neededto facilitate access to the home under Manager discretion.
- E. Duplicate keys and security devices as needed, atOwner's expense, to access the property forshowings and repairs in a timely manner.
- F. Verify information and references in rental applications from prospective tenant.
- G. Negotiate and execute leases on Owner's behalf at market rates of not less than 6 months, and no more than 24 months.
- H. Negotiate and execute any amendments, extensions, or renewals to any lease for theproperty on the Owner's behalf and Terminate leases for the property, negotiate leaseterminations, and serve notices of termination.

### 4) Financial Authority of Manager

- A. Collect and deposit Owner rents, security deposits, and other funds related to the property in a trust account and pay any compensation and reimbursements due Manager under this agreement and any other persons this agreement may authorize to compensate.
- B. Collect all administrative charges without accounting to Owner any additional tenant fees, administration fees, processing fees, animal fees, application fees or any other tenant related charges associated with management.
- C. Enforce actions to, at Owner's expense, evict tenants in the property, recover possession of the property, recover lost rent with damages, and defend against legal action with attorney's fees.
- D. Negotiate and make reasonable concessions to tenants on a case by case basis.
- E. Obtain information from any holder of a note secured by a lien on the property and any insurance company insuring all or part of the property.
- F. Manager is allowed to bring current any delinquentor outstanding Association Dues and fees to avoid fines or other legal action on behalf of Owner.

### 5) Manager Maintenance Authority

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- A. Routine Repairs: Hire contractors to repair, maintain, improve, or alter the property provided Manager does not expend more than <u>\$300.00</u> for any single repair, maintenance item, or alteration without Owner's prior approval.
- B. HVAC Plumbing Electrical: During repairs for HVAC, Plumbing, or Electrical work regarding the safety and health of safety of a Tenant, Manager may expend no more than <u>\$500.00</u> for any single repair, maintenance item, or alteration without Owner's prior approval.
- C. Manager may hire contractors to make emergency repairs to the property without regard to the expense limitations that Manager determines are necessary to protect the property or the health or safety of an ordinary tenant.
- D. Manager may contract, at Owner's expense, in either Manager's or Owner's name, for utilities and maintenance to the property during times that the property is vacant, including but not limited to electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Manager determines are reasonable to maintain and care for the property.

## 6) Manager Authority- Agreements

- A. This agreement is subject to policy and procedures changes updated periodically into the Owner Handbook.
- B. Manager reserves the right to amend or supplement the terms and conditions contained in this Agreement or the Owner Handbook by providing written notice to Owner via email.
- C. This agreement may be assigned without written permission from Owner.

### 7) Record Keeping

- A. Manager will file reports with the Internal RevenueService related to funds received on behalf of theOwner under this agreement. Owner authorizes delivery of 1099 via electronic methods.
- B. Manager will remit each month to the Owner funds collected by Manager for Owner under this agreement, less authorized deduction, and a statement of receipts, disbursements, and charges will be available for Owner and Tenant to review via their portal. Owner may instruct Manager to remit the items to another person or address.
- C. Overdrawn Owner accounts reaching past 30 days will incur a surcharge for payment by Owner. The charge will equal 10% of the total overdrawn amount with a minimum charge of \$39 per month.

### 8) <u>Security Deposits</u>

- A. During this agreement, Manager will maintain security deposits received from tenants in a trust account and will account to tenants for the security deposits in accordance with the lease agreement and state law.
- B. After this agreement ends, Manager will deliver to Owner the status of the security deposit, less any deductions owed to Manager. In addition, Manager will send written notice to the tenant the agreement has ended, the exact dollar amount of deposits, any Owner contact information, and a notice that Owner is solely responsible for accounting and returning the tenant's security deposit from date of cancellation.
- C. If Manager complies with this paragraph, Owner will waive any liability against Manager from any claim or loss from a tenant for the return of a security deposit. Owner will be responsible for any legal fees incurred by Manager in lawsuits over a security deposit return. This paragraph survives termination of this agreement.

## 9) Free Security Deposit Guarantee

ForeFront Property Management offers a "Preferred Tenant Program" to assist in marketing your home For Rent. This program allows a very well qualified applicant to Opt-Out of paying the common and customary security deposit of Two Month's Rent by paying a monthly fee to A ForeFront Property Management Vendor Affiliate. Should an applicant sign up for this program, ForeFront Property Management will repair or reimburse for any damages caused to the home above fair wear and tear up to the amount of a standard security deposit equal to two Month's Rent. This will be achieved by using the insurance money from the Security Deposit Insurance Policy purchased by the tenant. This excludes pet damage covered in our pet coverage(below) and / or damage caused by an authorized Service Animal per the Fair Housing Guidelines.

## 10) Free Leasing Guarantee

ForeFront Property Management will guarantee that tenancy for 12 months (Military Clause Excluded). Should a tenant that ForeFront Property Management screened and placed under an executed lease agreement fail to complete an initial term for their lease agreement, NO Leasing Fee or Tenant Realtor Commission will be charged to replace that tenant. This excludes any shorter lease agreements that landlord agrees to with an executed lease agreement.

## 11) Pet Coverage

ForeFront Property Management charges a monthly Animal Administrative Fee to the tenant per each approved animal. We offer a guarantee that any damages caused to the home, above fair wear and tear, resulting from the approved animal(s)that is not covered by the security deposit will be reimbursed by Forefront Property Management to make necessary repairs on behalf of the owner. This excludes any Service Animals per the Fair Housing Guidelines. Any collection efforts under this provision become the sole responsibility and ownership of ForeFront Property Management.

### 12) Reserves

Upon execution of this agreement, or at time of execution of a new lease, Owner will allow Manager to hold in a trust account a reserve. These reserve funds will be used to pay any expense related to the leasing and management of the property. If the balance of the reserve becomes less than the amount stated, Manager may deduct the applicable amount from the monthly income to bring the balance to the amount requested. **The standard reserve is \$300.00 per home**.

### 13) E-Payment Policies

**Owner draws will be batch processed and sent out via ACH on or about the 7th to the 10th of each month.** All Owner payments are made ACH and will be sent directly to the Owner's checking or savings account from the bank ACH information provided below.

Owner draws should be received by Owners between the 10th to the 12th of each month.

## 14) Owner Representations

Owner represents and attests to all the following:

A. Owner has fee simple title to and the legal capacity to lease the property.

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- B. Owner is not bound by another agreement with another Broker or Manager for the leasing, management, or sale of this property that will affect the timing of this agreement. Should Owner enter into an agreement with another Manager, this agreement can be terminated without notice subject to all cancellation fees.
- C. No person or entity has any current rights to purchase, lease, or acquire the property by an option, right of first refusal, or any other agreement.
- D. Owner is not delinquent in the payment of any property taxes, Association fees, property hazard insurance, or mortgage payments.
- E. Owner is in compliance with all local rental requirements to include licensing, fees, association permissions, or local taxes.

#### 15) Property Condition

A. Owner and Manager are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner may be obligated under the Property Code to repair such condition for a tenant. Owner represents that:

(1) any pool or spa has the required enclosures, fences, gates and latches in place to comply with all laws and ordinances; and

(2) Owner is not aware of any condition existing on the property that would materially affect the health or safety of an ordinary tenant.

- B. Utilities: Upon execution of a vacant property, utilities will be transferred to ForeFront Property Management. Invoices will be paid by owner during any vacancies. Upon lease execution, utilities will transfer to the tenant.
- C. Lead-Based Paint: Was the property to be managed under this agreement built prior to 1978?



If YES– Manager and Owner may complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazard information that will be made part of any lease of the property and as required by federal law.

#### 16) Owner agrees to:

- A. Cooperate with Manager to facilitate showing, marketing, and lease of the property.
- B. Not rent or lease the property to anyone without Manager's written approval.
- C. Not negotiate with any prospective tenant who might contact Owner directly but refer all prospective tenants to Manager.
- D. Not deal with or negotiate with any tenant in the property concerning any matter related to the management or leasing of the property
- E. Not enter into a listing agreement For Sale or a property management agreement with another Manager for the rental, leasing, or management of the property to become effective during this agreement.
- F. Provide Manager with any existing copies of lease agreements related to the property, keys, remotes, or any warranties.
- G. Tender to Manager any security deposits paid by existing tenants.

H. Notify Manager if Owner becomes delinquent in the payment of any mortgage secured by the property, property taxes, property insurance, or association fees.

## 17) Owner's Insurance and Surcharge

- A. At all times during this agreement while this home is under management, Owner must maintain in effect a public liability insurance policy (home Owner's insurance) that covers losses to the property. This will include an amount equal to the reasonable replacement cost of the property's improvements and containing endorsements showing the insuring party is aware that the home will be leased to prospective tenants and General Liability amount of \$500,000.00 or greater.. It is required that the Owner name ForeFront Property Management as "Additionally Insured" on their Owner's Insurance Policy.
- B. This agreement will also serve as Owner's authorization to obtain and discuss any claim regarding this home with the Owner's insurance company.
- C. All Owners incur a \$20.00 (twenty) per month Administration Surcharge to cover the cost of administrative fees associated with home Owner's insurance policy compliance and tracking.
- D. <u>Owners may OPT OUT</u> of this \$20.00 (twenty) per month Surcharge by providing Manager a letter or notice delivered via mail, email, or fax that indicates ForeFront Property Management as named "<u>Additionally Insured</u>" on their Home Owner's Insurance Policy no later than 15 days from the completion date of this agreement.

## 18) Management Fees

**Management Fees:** ForeFront Property Management will charge a Management Fee of 8% of collected rent when the home is occupied. During a vacancy or when rent is not paid, there will be a monthly minimum charge of \$100.00 for each month the home is managed. Management fees will be charged once the home has been turned over to Manager.

### Monthly Management Fee = 8% of collected rent (occupied), \$100.00/month when vacant.

## Leasing Fee = 75% of 1<sup>st</sup> month rent charged upon newly executed lease agreement.

**Renewals or Extensions:** Each time a tenant renews or extends their lease agreement, ForeFront Property Management will charge a **Renewal Commission of \$400.00**. This commission will be charged for any executed lease extensions of at least 6 months, with a maximum of 24 months. Longer than 12-month lease extensions will be charged accordingly with a pro-rated renewal commission. This charge will be paid the following month after the extended lease agreement has been executed.

Interest on Trust Accounts: ForeFront Property Management retains any and all income resulting from an interest-bearing account.

**Administrative Fees:** ForeFront Property Management will retain any and all administrative fees to include late fees, non-sufficient fund fees, returned checks, animal admin fees, or any other assessed tenant fees.

Landlord Exit Fee: Upon completion or termination of this agreement, owners will incur a **\$100** charge for turning overall documentation, accounting for all funds, archiving all files, and forwarding any information required to the owners and/or the tenants. All files and accounting is required to be archived for seven years.

## 19) Setup Fee

Upon completion of this agreement, a **\$100 Set Up Fee** will be charged to the Owner. This fee accounts for the setup of all bank accounts, software, introduction packets, organizing with any existing tenants, outgoing tenants, co-

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Address of Home to Be Managed:

operating Realtors, and/or Owner's points of contact to gain access to the home to integrate the home into Manager's care.

#### 20) Annual Tax Preparation Fee

There is an **Annual \$35 Tax Preparation Fee** to Manager to cover the costs of administration fees associated with all technology features to include electronic delivery of the required IRS Form 1099 each year. This fee is collected annually on 1 January.

#### 21) Fees in the event of a Sale

<u>Fee if a Tenant Purchases Property</u>: If at any time the owner sells the property to a tenant procured through or managed by ForeFront Property Management, Owner will pay a commission equal to 3% of the total sales price of the home.

If owner decides to sell the home on the open market Forefront will charge 2.5% Commission instead of its Standard 3% Commission.

#### 22) <u>Tenant Realtor Commissions</u>

In accordance with updated rules from the National Association of Realtors (NAR) regarding the offering

of buyer (or tenant) agent commission, ForeFront Property Management now allows owners to choose

choose what compensation is being offered to a Tenant Realtor as follows (Please select an option):

- \_\_\_\_1) Owner chooses not to offer a commission and will rely on the leasing systems and team in place at ForeFront Property Management.
- 2) Owner chooses to offer a Tenant Realtor Commission that will be in addition to the leasing fee in paragraph 18. Market amounts range from \$100-\$500. Tenant Realtor must show proof that they showed the property to obtain this payment. Commission Amount chose by owner: \$\_\_\_\_\_
- \_\_\_\_3) Owner chooses to offer a Tenant Move In concession in the amount of \$\_\_\_\_\_. This concession would allow a tenant to used the amount saved on rent for the first month to pay the Tenant Realtor directly.

## Any commission offered by the owner is *in addition* to the Leasing Fee.

#### 23) Early Termination of Agreement

- A. **Prior to Lease Execution** Owners may request an early termination to this agreement prior to a tenant renting their home, or while their home is being marketed. There is a one-time early termination charge of \$500. This covers the time and expenses for our marketing efforts. Owner will reimburse Manager for any refunded applications, or unpaid fees caused from this early termination.
- B. After Lease Execution Owner may cancel management services with a written 30-day notice to Manager, without penalty, after the initial 6 (six) month term of this agreement. Owner agrees to pay balance of management fees owed in accordance with Paragraph 2.

## 24) Lease Nullification

Manager reserves right to nullify any ForeFront Property Management drafted and executed custom lease agreements upon termination of this agreement by either party. The ForeFront Property Management custom lease is for the sole use of ForeFront Property Management clients. If either party chooses to cancel with a 30-day written notice, a Change in Management & Lease Nullification Notice will be sent to all parties to any current lease agreements.

## 25) Repairs and Maintenance

A. Manager will charge owner **\$20** per invoice to handle routine repairs of a home under management.

## REPAIR CHARGES = \$20 with a \$60 Cap

- B. Repair Charge Cap: ForeFront Property Management will limit the \$20 per invoice amount to \$60 per month.
- C. Vendor Payments: All vendor payments for work conducted on a home under management must be processed through ForeFront Property Management.
- D. Owners should consider this notice that on occasion without accounting to Owner, Manager may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements relating to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts.

## 26) Owner Benefit Package

- A. ForeFront Property Management will charge owner \$45 per month for each month the home is managed.
- B. **Owner Benefit Package (Flyer is attached) = \$45 Per Month.** This includes the following:
  - 1. No maintenance oversight fees for routine repairs.
  - 2. One annual home assessment included at no charge.
  - 3. Bi-annual HVAC inspection included for each AC unit in home at no charge. (Maximum 3 AC Condenser Units)
  - 4. 2 months of Rental Income Protection against lost rents due to tenant non-payment.
  - 5. Free Pest Control Service for covered items (see attachment to this agreement)

Owner Benefit Package	\$45 Per Month	
Feature:	Value	
2 months of Rent Protection	\$2000 - \$10,000 in Potential Lost Rent Coverage	
Maintenance Oversight Fees Included	\$100-\$200 Annually	
Free Annual Home Assessment	\$130 Annually	
Free Bi-Annual HVAC Inspection	\$160-\$400 Annually	
Free Pest Control Service	\$100-\$150 Per Occurrence	

## 27) Foreclosure Notices/

- A. If Manager receives notice of the Owner's delinquency in the payment of any mortgage or encumbrance secured by the property, property taxes, property insurance or Home Owner's Association fees, Manager may give 15 days to cure the delinquency during which period Owner authorizes Manager to freeze any funds held by Manager and no disbursements will be made to Owner related to this agreement or the Property. If after the 15-day period, the delinquency is not cured and the foreclosure process is initiated. Owner authorizes Manager to deduct from any other funds being held by Manager for Owner any remaining Manager fees or funds due to Manager related to services performed under this agreement.
- B. Owner authorizes Manager to return any security deposit being held by Manager to a tenant of the Property in addition to any prorated amount of rent being held by Manager and Manager may terminate this agreement without notice. This paragraph does not preclude Manager from seeking any other remedies under this agreement or at law that may be available to Manager.

## 28) Owner Home Warranty

Does Owner Have a Home Warranty? YES NO- Manager DOES NOT recommend using a 3<sup>rd</sup> party provider

for Home Warranty Services. Under this agreement, service calls that require the involvement of a 3<sup>rd</sup> party home warranty vendor will incur additional charges of \$25 per work order.

**Home Warranty Failure To Repair**: In the event a Home Warranty company fails to complete a <u>timely</u> repair, ForeFront Property Management retains full authority under paragraph 5 to complete any and all necessary repairs at Manager discretion.

## 29) Periodic Home Assessments

It is the policy of ForeFront Property Management to conduct an Annual Home Condition Assessment every year, and prior to a lease renewal being fully executed at a cost of \$130.00 per scheduled assessment. A copy of this assessment will be sent to the owner.

## 30) Initial Home Assessment

At the beginning of this agreement, and once the home is surrendered to the Manager, an Initial Home assessment will be conducted at a cost to the Owner of \$150.00. (optional)

## 31) Home Inspections

**OPTIONAL:** As a cost-effective method for ensuring the home is reviewed on an annual or bi-annual basis, a Home Condition Assessment is conducted with only a visual inspection. During this Home Condition Assessment as described above, no mechanical, plumbing, electrical, HVAC, or other is manually inspected in the home that requires a Texas Real Estate Commission Inspector's license.

We recommend to all owners requiring a more inclusive inspection to allow us to arrange for a Texas Real EstateCommission licensed inspector to conduct a <u>Mechanical Inspection</u> of the home with a written report once per year.

The cost for this inspection is dependent on the size of the home, and the additional items requiring inspection by the owner (example: septic system, or in-ground pool).

Address of Home to Be Managed:

These costs may range from \$400 to \$1,000 per inspection.



Owner requests ForeFront Property Management to coordinate for a <u>Mechanical Inspection</u> of the home on an annual basis costing between \$400 to \$1,000 per inspection.

 ${\cal Y}$  Owner declines option for a <u>Mechanical Inspection</u> of the home conducted annually.

### 32) Necessary Maintenance

During an initial or annual Home Condition Inspection, it may become necessary to perform required maintenance to a home. It is the policy of the Manager to ensure full compliance with state law.

#### 33) Pool Maintenance

Does the Home Have a Pool?

Owner agrees to provide an ongoing Pool Maintenance Service Contract with Manager. All billing and service arrangements may be made through Manager.

#### 34) Information regarding use of Self-Showing Technology

)YES

In addition to authority granted to ForeFront Property Management by Owner in this agreement and provided that the property listed on this agreement is vacant and no personal items are present at the time of listing, except personal property that will remain with the property or convey to the tenant upon execution of a lease, ForeFront Property Management is authorized to utilize a prescreening software to control access and verify identification of a prospective tenant who wants to view the property.

Owner is hereby made aware that unescorted access by a prospective tenant to view the property may occur and Owner grants consent for this.

With the exception of negligence on the part of ForeFront Property Management, Owner agrees that Owner is responsible for any damage, injury, or loss that results from unescorted access showings. Owner agrees to protect, defend, indemnify, and hold ForeFront Property Management and its agents harmless from any such damage, injury, or loss, including costs, attorney's fees, or expenses.

#### 35) Liability and Indemnification

- A. Manager is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Manager's negligence.
- B. This includes but not limited to injuries or damages caused by: Other Managers, their associates, inspectors, appraisers, and contractors who are authorized to access the property on behalf of the Owner; Acts of third parties (vandalism, theft, or other criminal acts); Freezing or leaking water pipes; A dangerous condition or environmental condition of the property; Hurricanes or Flooding; Or the property's non-compliance with any law orordinance.

- C. Manager is not responsible or liable in any manner for any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the property damages to Owner caused by a tenant's breach of lease.
- D. Owner agrees to protect, defend, indemnify, and hold Manager harmless for any damage, costs, attorney's fees, and expenses that: (1) Are caused by Owner, negligently or otherwise; (2) Arise from Owner's failure to disclose material or relevant information about the property; (3) Are caused by Owner giving incorrect information to any person; (4) related to the management of the property and are not caused by Manager, negligently or otherwise.
- E. Owner is responsible for and liable for all contracts and obligations related to the property for maintenance, service, repairs, and utility arrangements made before or during this agreement. Owner agrees to hold Manager harmless from all claims related to such contracts.
- F. **Property Codes & State Laws:** State law may require certain types of locks or security devices on all exterior doors of residential rental properties and requires smoke detectors in certain locations including all bedrooms. These guidelines may require the security devices to be rekeyed, peep holes on exterior doors, an interior only locking mechanism, and the smoke detectors to be tested each time a new tenant occupies the property.
- G. INDEMNITY PROVISION: IF ANY THIRD PARTYASSERTS ANY CLAIM AGAINST MANAGER FOR ANY CAUSE OF ACTION RELATED TO THE LEASE AGREEMENT OR THIS AGREEMENT, OWNER WILL INDEMNIFY MANAGER FROM ANY CLAIMS, INCLUDING ATTORNEY FEES INCURRED IN DEFENSE OF ANY CLAIM.

## 36) Federal Fair Housing Notice

In accordance with the Federal Fair Housing laws, the National Association of Residential Property Managers (NARPM), and the National Association of Realtors Code of Ethics, Manager's services must be provided and the property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity.

## 37) ACH Information for Direct Deposit

ForeFront Property Management uses Property Management accounting software to send monthly Owner Draws directly to the Owner's account via ACH. We request your banking information below and your signed authorization to conduct ACH transactions with your banking institution. We are only able to send funds to owners via ACH.

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

□ Checking Account OR □ Savings Account

Account Number:	

Routing Number: \_\_\_\_\_

38) Signatures

## ForeFront Property Management (#9007554)

Representative Signature

\_\_\_\_\_

Date

Owner Printed Name

Owner Signature

Date





# The Owner Benefit Package

## **Enrollment in Rent Advance**

Receive up to 12 months of rent payments upfront on qualifying leases. Rent Advance gives you <u>CASH-IN-HAND</u> while completely removing the risk of resident non-payment.

## Market and Asset Level Rental Reporting

> Average monthly rent amounts in your market

- Current & future market value of your asset
- Analysis of future rent amounts in your market

## **Updates on Legislation Impacting Your Rental Portfolio**

Receive real-time updates on legislative & regulatory changes to housing regulations.

(State & Federal Jurisdictions)

## **Protected Rental Income**

Receive up to 2 months of rental payments. Help protect your rental income from renters that default on their rent payments.

## **Bi-Annual HVAC Tune Up**

Spring and Fall HVAC tune ups included to ensure equipment is running properly. *Service Preformed by a Licensed HVAC Contractor!* 

## **Pest Control Treatment Services**

Should a need for Pest Control arise at your property ForeFront will cover the costs of the treatment!

## Bi-Annual Property Assessment (Normally \$130)

Receive a bi-annual property assessment with reports included!

Have Questions? Please Contact ForeFront at info@forefrontpm.com for More Information

Client Initial \_\_\_\_\_ FFPM Initial\_\_\_\_\_



# Owner Benefit Package Cost Analysis

Owner Benefit Package		
\$45.00 Per Month		

2 Months of

Rent Protection

All Maintenance Oversight Fees Included

Free Annual Home

Assessment

Free Bi-Annual HVAC

Inspection

Free Pest Control

Total Annual Cost: \$540.00 Actual Cost Breakdown

\$2,000 - \$10,000 In Potential Lost Rent Coverage

> \$100 - \$200 Annually

\$130 Per Assessment

\$160 - \$400 Annually

\$100 - \$150 Per Occurrence

Total Actual Costs: \$2,455.00 - \$10,835.00

Client Initial \_\_\_\_\_ FFPM Initial\_\_\_\_\_



## Covered pest under the Benefit packages:

Ants Fleas Ticks Silverfish Cockroaches Scorpions Wasps/Yellow Jackets Spiders

\*German Roaches and Bedbugs are not covered\*

Note: Not all treatments are free to the owner. If a property has been treated repeatedly in a calendar year or a non-covered pest is requested (such as a live animal removal), your service request may incur additional costs. Any "unapproved" treatments will be provided at a discounted rate to you, the owner.

\*\*Infestations are not covered\*\*



We will review any Requests at your Property for pest control



We dispatch a pest professional.



Professional service is provided at your property!

Price ceiling: \$150.00/visit \*Anything over this amount will be paid by the owner.\* Follow up visits are not included in the Pest Control package.

# Rent »» Advance



Rent Advance provides owners of rental properties with up to 12 months of rent payments upfront, removing tenant payment risk.

## How does it work?

- 1. Once a new lease is signed the owner of the unit will receive an email offer that includes an exact dollar amount & a link to access the offer details. Units with 6+ months remaining on the lease may also qualify and receive an advance offer.
- 2. Once the property owner clicks the link, they will see additional details about the Rent Advance offer, the payment schedule breakdown, FAQs, and the ability to ask any additional questions via the chat feature.
- **3.** Finally, the Rent Advance offer can be executed by the owner, and once the banking information is verified payment will be sent to the property owner's bank account.

## What am I responsible for?

- Must continue utilizing ForeFront as the property manager for the duration of the agreement
- May not sell, mortgage, or otherwise take any action to the detriment of Rent Advance or its interest for the duration of the agreement
- You are required to make any necessary repairs that impact unit habitability during the transaction term





## What are the benefits?

- Receive up to 12 months of rent upfront in a single payment, net of any property management or transaction fees
- Cash-in-Hand with no risk of repayment
- Utilize liquidity to renovate an existing rental or grow your portfolio by purchasing an additional property



## **Example Rent Advance Payment Schedule**

FOREFRONT PROPERTY MANAGEMENT

Period	Estimated Date	Expected Tenant Payment	Monthly Property Management Fee	Potential Net Rent Payment to Owner <u>Without Advance</u>	<u>Rent Advance</u> Payment to Owner
1	1/1/2021	\$1,800.00	\$149.00	\$1,651.00	\$17,227.04
2	2/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
3	3/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
4	4/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
5	5/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
6	6/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
7	7/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
8	8/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
9	9/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
10	10/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
11	11/1/2021	\$1,800.00	\$149.00	\$1,651.00	-
12	12/1/2021	\$1,800.00	\$149.00	\$1,651.00	\$1,000.00
٦	Γotals	\$21,600.00	\$1,788.00	\$19,812.00	\$18,227.04

\*\*Assumes Monthly Rent Amount is \$1,800 & Management Fee of \$149 Per Month\*\*

# FOREFRONT PROPERTY MANAGEMENT



## **Owner Benefit Package** FrequentlyAskedQuestions

## What is the Owner Benefit Package & what does it include?

The Owner Benefit Package is a bundled service that offers our owners new and nnovative product features that include:

- Enrollment in Rent Advance
- 2 Months of Rental Income Protection
- Quarterly Rental Analysis Reports
- Real-Time Legislative Alerts & Updates

## What benefits does the Owner Benefit **Package offer?**

The Owner Benefit Package gives our owners rue peace of mind. Accepting the Rent Advance offer provides owners up to 12 months of riskree rental income. If you decide not to proceed with the advance, you can rest easy knowing vour rental income is protected with 2 months of rental income protection. FOR

## Am I required to accept the Rent Advance offer?

No, the Rent Advance offer is an optional feature, and the property owner is not required to accept it.

## How do I know if my property qualifies for a **Rent Advance?**

A rental property qualifies for a Rent Advance offer if:

- > There is at least 6 months remaining on a new or existing lease
- No NSF's or late payments on an existing lease
- The monthly rent is not currently subsidized by rental assistance programs
- The monthly rent amount is between \$800 & \$5.000

## Does the Rent Advance offer expire? If so, how long does the property owner has to accept it?

Can I opt-out of the program after PROPERTY MANAGEMENT Yes, the Rent Advance offer will nitially being enrolled, or vise versa?

Yes, you will be able to opt-out of the Owner Benefit Package within the first 60 days of your property being enrolled. After 60 days your rental property will remain in the program until the current lease expires.

f you originally opted-out of the program, you may contact your property manager and opt back in at anytime.

## What is Rent Advance & how does it work?

Rent Advance gives our owners the ability to monetize up to 12 months of rent payments in one lump sum with no risk of repayment.

Our owners will receive an email offer with an exact dollar amount & a link to view the offer details. Follow the link to view additional eatures, plus the ability to accept the offer. Once the offer is accepted the owner will receive a confirmation email containing a request to verify the bank account for delivery of the funds.

expire 7 days after it is generated and emailed to owners. If your offer has expired, please contact us to review your options.

## How does the Rental Income Protection work, and does it apply for property owners who accept the Rent Advance offer?

Enrolling in the Owner Benefit Package provides owners with up to 2 months of Rental Income Protection from losses stemming from a tenant's default on rent payment. For owners who accept the Rent Advance this feature would no longer apply since the owner has received all scheduled rent payments upfront.

## What information is included in the Legislative Alerts?

Our legislative updates provide owners with details on all new, pending, and passed legislative & changes that impact their rental investment. Whether the bill is at a Federal, State, or local level, we have you covered!

## Have More Questions? Email us at info@forefrontpm.com for more information





## **Owner Benefit Package Opt-Out Form**

I elect to opt-out of the Owner Benefit Package offered by ForeFront Property Management. By electing to opt-out of this package I understand that I will not have access to the following product offerings included in the Owner Benefit Package.

! Enrollment in Rent Advance	Bi-Annual HVAC Tune Up
2 Months of Protected Rental Income	! On-Demand Pest Control
! Rental Analysis Reporting	! Bi-Annual Property Assessment
! Real-Time Legislative Updates	

Owner Name:

Signature:\_\_\_\_\_

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

## Property Address:

Multiple Addresses – Enter "Multiple" & Attach List in Email

**Disclaimer:** By not electing to opt-out of the Owner Benefit Package your rental units will be automatically enrolled in the services offered above. An additional <u>\$45.00</u> will be added to your monthly management fee. Your decision to not submit this opt-out hereby authorizes Property Manager and its service providers or their affiliates, if applicable, to act as a limited attorney-in-fact for the sole purpose to purchase or determine qualification for rent default insurance on your behalf for your rental units and to receive any documentation from the insurer for this coverage. Additionally, Property Manager, its service providers or their affiliates, if applicable, will be authorized to provide such insurer or its agent any information about you, the leases, and your tenants, as required by the insurer to establish eligibility for insurance coverage. You may elect to opt-out

ForeFront Property Management – 11535 Galm Rd #101, San Antonio TX 78254 – (210) 418-1880



## **Tenant Realtor Commission Policy Update**

December 1, 2024

## **RE:** Updated policy regarding advertising a Tenant Realtor Commission in leasing homes.

**Background:** There has been a landmark lawsuit in the real estate industry involving the National Association of Realtors (NAR) and a group of homebuyers from Missouri. The NAR lost in a jury trial after only a 3-hour jury deliberation and was penalized \$1.78 Billion dollars. In the effort to settle out of that pending judgment, and avoid further copycat litigation, the NAR has offered to settle that judgement for \$418 Million dollars with agreed to changes to their operating model that has filtered down to mandatory changes from the San Antonio Board of Realtors (SABOR) that went into effect August 14, 2024.

**Reference:** Google search "NAR Lawsuit" or any of those key words for hundreds of articles on this subject. You may also visit: <u>https://www.nar.realtor/the-facts/nar-settlement-faqs</u>

ForeFront Property Management has received specific guidance from the San Antonio Board of Realtors (SABOR), and the National Association of Realtors on agreed to actions going forward. These key points have been edited to include "tenant" where necessary as no distinction has been made by the NAR or Department of Justice to exclude tenants or property managers. The language "**any commission source**" has been noted often in the NAR information from the settlement agreement.

- Eliminate and prohibit any requirement of offers of compensation in the MLS (Multiple Listing Service) between listing brokers or sellers to buyer (*tenant*) brokers or other buyer (*tenant*) representatives.
- Eliminate and prohibit MLS (Multiple Listing Service) Participants, Subscribers, and sellers from making any offers of compensation in the MLS (Multiple Listing Service) to buyer (*tenant*) brokers or other buyer (*tenant*) representatives.
- Require the MLS (Multiple Listing Service) to eliminate all broker compensation fields and compensation information in the MLS (Multiple Listing Service).
- Require MLS (Multiple Listing Service) Participants working with a buyer (*tenant*) to enter into a written agreement with the buyer (*tenant*) prior to touring a property.

## **Effective immediately – For all homes on the market FOR RENT:**

- 1) Do you want to offer a Tenant Realtor Commission on top of the existing Leasing Fee?
- 2) If you do want to offer a Tenant Realtor Commission, how much would you like to offer?
- 3) Would you consider offering an approved applicant a move in concession of that similar amount in lieu of a Tenant Realtor Commission?

## **ForeFront Property Management Client FAQ's:**

## Does this affect me if my home is NOT on the market For Rent?

No. This only affects owners that have a home currently on the market or will be on the market For Rent in the future. Our processes will gather the information from you to document the following questions at the appropriate time:

Do you want to offer a Tenant Realtor Commission on top of the existing Leasing Fee?
If you do want to offer a Tenant Realtor Commission, how much would you like to offer?
Would you consider offering an approved applicant a move in concession of that similar amount in lieu of a Tenant Realtor Commission? (ForeFront Property Management Recommended)

## **Does ForeFront Property Management think owners should offer a Tenant Realtor Commission?**

No. There are dozens of large markets in the US where similar property management companies offering similar homes for rent have NEVER offered any sort of co-broker Tenant Realtor Commission. Homes in those markets rent just as fast as anywhere else and without the involvement of a tenant Realtor. Your future applicants will find their home on their own through the dozens of websites our homes are advertised on. After they find the home themselves online, they are allowed to schedule a showing without a Realtor being present, or utilizing one of our internal showing agents. This has been ongoing with ForeFront Property Management close to 9 years now.

## If I offer a Tenant Realtor Commission, will this be on top of the existing leasing fee?

Yes. We do not advocate for a Tenant Realtor Commission to be offered for a myriad of reasons. Should you feel that offering a commission is necessary in attracting quality applicants, which we feel does not help and only hurts the process, that offered commission would be on top of the existing leasing fee. It is billed one time at lease execution, and only applies if another Realtor was indicated by the applicant to be their representation.

## If I do offer a Tenant Realtor Commission, how much would you recommend?

Our previously offered standard Tenant Realtor Commission was a flat \$300 payable to the Realtor indicated on the application at time of lease execution.

## Why would it be wise to consider offering an approved applicant a move in concession of that similar amount in lieu of a Tenant Realtor Commission?

Offering a move in concession of any amount lowers the total cost for a tenant to move into their home. If that approved tenant is represented by a Realtor, they would most likely be obligated to pay that Realtor outside of this leasing process if there is no co-broker commission being offered. By offering a move in concession, that newly approved Tenant who is obligated to pay their Realtor out of their own pocket can apply that credit to the check they will have to write directly to the Realtor.

## Will offering a Tenant Realtor Commission potentially lead to STEERING?

Without a doubt, this will 100% lead to Realtors STEERING their clients to the highest paying rental homes on the market. We feel this will only lead to a Fair Housing Complaint with HUD at some point, dragging the owner into a federal lawsuit. If there is no commission involved, there is no chance of this becoming an issue to get sued by HUD and an overzealous tenant with an attorney attempting a money grab. This is the number one reason we DO NOT recommend offering a Tenant Realtor Commission.

## What if the Tenant Realtor ASKS for a commission?

If an application is submitted with a Tenant Realtor Commission attached to the pending approved applicant soon to be tenant, ForeFront Property Management will present that applicant's offer to the owner client for consideration. The owner client can decide at that time if they want to pay that commission.

<u>Example:</u> Owner client receives an application to rent their home. With that application comes a request for an unadvertised \$500 Tenant Realtor Commission. That commission, if approved, would be added on top of the ForeFront Property Management leasing fee as an additional line item.

Keep in mind, that if the owner client said "no" to the commission – that the applicant would still be able to rent the home. The Tenant Realtor would have to seek compensation from their client – the applicant now approved tenant – or not get paid at all.

\*\*\*This also brings on future questions of Tenant Realtors suing their clients (your tenant) over an unpaid commission. Then dragging ForeFront Property Management and the homeowner into that lawsuit.\*\*\*

## Will my home take longer to rent?

At the time of this policy letter update, the best summary we can offer to the rental market is that it's a weird time. Days on Market are higher than we would like across the board in the entire region. Monthly rental prices have increased faster than most tenants are able to afford moving into the market, or moving up into a bigger home. We feel there are two things that rent homes – Price and Condition. Our policy of only renting vacant homes ensures the condition is as good as possible, while leaving only one variable to the leasing solution – Price. We would encourage owner clients to be aggressive in their pricing expectations to ensure their home is rented quickly.

## Will the leasing fee be reduced?

No. ForeFront Property Management has adopted a new program that would reduce the leasing fee if the home takes 31 days or longer to lease called the **30 Day Leasing Fee Guarantee**.

## Why do we charge a leasing fee?

The ForeFront Property Management leasing fee is a one-time charge applied at the successful completion of an updated or new lease agreement. This fee is designed to cover the comprehensive process required to ensure a property is leased to a qualified tenant as efficiently as possible. This fee is not merely an extra cost but an investment into maintaining the high standard of living expected at our properties and ensuring the leasing process runs smoothly and

professionally. Here's what the leasing fee typically covers:

1. \*\*Marketing of the Property\*\*: This includes professional photography, creating compelling property descriptions, and advertising the property on various expensive platforms to ensure it reaches a broad audience. Effective marketing is crucial in minimizing vacancy periods and attracting a wide pool of potential tenants.

2. \*\*Tenant Screening\*\*: To ensure the quality and reliability of tenants, the leasing fee covers the cost of comprehensive screening processes. This includes credit checks, criminal background checks, employment verification, and rental history reviews. These screenings are vital for mitigating risks and ensuring that only the most qualified tenants are selected.

3. \*\*Showings and Tours\*\*: The fee compensates for the time and effort spent by the ForeFront Property Management leasing team to conduct showings of the property to prospective tenants. These showing methods have shown to be the most effective means benefitting all parties.

4. \*\*Client Market Updates\*\*: Every Monday, our clients receive an update on the current status of marketing for their home. This includes internet traffic, in person showings, and applications. We also offer pricing recommendations putting our best advice forward with the effort of getting your home rented to best possible tenant in quick order.

5. \*\*Lease Negotiation and Execution\*\*: Preparing our custom lease agreement that is designed to protect the owner's interests for an approved applicant is worth the leasing fee by itself. That document is the tool that turns a marginal tenant into a great tenant. Executing that lease agreement with an approved applicant can take time and effort to field questions and make modifications. In addition, funds must be collected involving bank wires and solid accounting practices, all handled in a professional manner with good customer communication procedures and service. The leasing fee covers the professional handling of these negotiations and the finalization of the contract, ensuring all parties are clear about their obligations.

6. **\*\***Move-in Coordination**\*\***: The fee also supports the administrative and operational tasks associated with preparing for a new tenant, including scheduling move-ins, preparing the property for occupancy, and conducting initial inspections. This ensures that tenants are moving into a property that meets all agreed-upon standards.

\*\*Conclusion\*\* By charging a leasing fee, we ensure that the process of finding and placing a tenant is handled professionally and thoroughly, reflecting the high standards of our property management services. This fee enables us to continue providing exceptional service and support to our tenants and property owners alike.

## What does ForeFront Property Management do to lease a home?

- Advertising on MLS and Zillow
- Professional Photos & Video
- 21-Day Visits for Cleanliness
- Relevant Upkeep & Maintenance
- Professional Signs & Lockboxes
- Software Syndication for Marketing
- Receive and Screen Applications
- Lease Preparation & Execution
- Document Retention
- Zillow 3D Tours 3D Tours
- Responding to Applicant Inquiries

- Coordinate In Person Showings
- Owner Marketing Reports
- Pricing Advice MLS Comparable
- Collect Initial Rents & Deposits
- Offer Security Deposit Alternatives
- HUD/IRS/Fair Housing Compliance
- Squatter Prevention & Removal
- Fraud Prevention from Fake Listings
- Coordination of House Cleaning
- 24/7 Move In Maintenance Hotline

## What is the new ForeFront Property Management <u>30 Day Leasing Fee Guarantee</u>?

## \*\*Standard Leasing Fee of 50% of First Month's Rent\*\*

The new ForeFront Property Management 30 Day Leasing Fee Guarantee has been put into place to bring the shared interests of the owner, the property management company, and the property manager all in line working toward the same goal – to get your home rented as quickly as possible.

Stipulations:

- 1) Home must be made ready, on the MLS, and allow pets.
- 2) Owner must OPT IN to this program.

\*If ForeFront Property Management leases the home within 30 days, the regular **leasing fee of 50%** of the first month's rent is charged to the owner.

\*If ForeFront Property Management leases the home in 31 days or more, the leasing fee is **reduced to** 25% of the first month's rent charged to the owner.

## Alignment:

<u>Owner:</u> This program aligns the owners' interests with the same interests of ForeFront Property Management by incentivizing all parties involved to financially gain by renting out the home within 30 days for the most monthly amount possible.

<u>Property Manager</u>: Your property manager earns a bonus by renting your home within 30 days to a well-qualified applicant, aligning their interests with the owners, and company.

<u>Property Management Company:</u> ForeFront Property Management is incentivized to earn the full Leasing Fee of 50% of the first month's rent by doing everything possible to facilitate renting the home within the 30 days.

## How can I ensure the home leases quickly and for the most money?

We recommend getting aggressive in your monthly pricing. Pay attention to the statistics of internet activity, number of in person showings, and applications. In addition, listen to the advice of your property manager. They see the entire spectrum of the market, and their portfolio. If they offer advice to a pricing adjustment, we recommend you follow that advice – the math is NOT in your favor by holding firm to a price you think you can get, or have gotten in the past.

## What if I have further questions or concerns?

Our team at ForeFront Property Management has been reviewing this decision for quite some time with feedback from all of our key team members. Should you have any further questions, feel free to reach out to your Portfolio Manager at our office.

## Key MLS Rule Changes:

## #1 Eliminate Compensation Requirements & Prohibit Offers in MLS Listings

Eliminate and prohibit MLS participants, subscribers, and sellers from offering compensation to buyer brokers or other buyer representatives within the MLS and remove any obligations to make such compensation offers.

## **#2 Define Cooperation**

Cooperation involves sharing information about the listed property and making it available to other brokers for showings to potential buyers and tenants, when it serves the best interests of their clients.

## #3 Eliminate All Compensation Fields in the MLS

All fields and information related to broker compensation have been removed from the MLS.

## #4 Non-MLS Mechanism

The MLS cannot create, support, or provide listing information for any non-MLS methods of offering compensation to buyer brokers or representatives.

## #5 Eliminate Filtering on Compensation

Ensure that MLS participants and subscribers cannot filter or restrict MLS listings shown to clients based on compensation levels or the names of brokerages or agents. MLS systems must not permit such filtering.

## #6 Use of MLS Data

Using MLS data to create or support a platform for compensation offers from multiple brokers or buyer representatives will lead to the termination of the participant's access to MLS data and feeds.

## **#7** Compensation Disclosures

Sellers, prospective sellers, and buyers are required to sign compensation disclosures.

## **#8 Buyer Representation Agreement Changes**

MLS participants working with a buyer must have a written agreement in place with the buyer before showing them a home.