

# **TPD PROPERTY MANAGEMENT**

## **TENANT PLACEMENT AGREEMENT**

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### **1. AGREEMENT**

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "OWNER") and **TPD Property Management** (hereinafter called the "AGENT").

WHEREAS, the owner has acquired real property located at: \_\_\_\_\_ Idaho, \_\_\_\_\_ and the owner desires to retain Agent to be responsible for the leasing of said Property.

### **2. PROPERTY MANAGEMENT**

- 2.1 Agent agrees to use tenant screening services to process tenant applications. Owner is solely responsible for approving or denying applicants, but may consult with Agent before doing so. Agent has authority to execute leases on the behalf of the Owner pursuant to terms and conditions authorized by Owner.
- 2.2 Agent agrees to advertise using any venue requested by owner when Property becomes vacant at Owner's expense.
- 2.3 Agent shall provide Owner with necessary forms, such as Rental/Lease Agreement and Inspection Forms, at no additional charge, after Agent has been paid in full.
- 2.4 All insurance policies shall be purchased and paid by Owner of said Property.

### **3. ONE TIME LEASING FEE**

- 3.1 Owner shall pay to Agent a leasing fee of **\$400.00** (four hundred dollars).
- 3.2 At owners request Agent will perform a move out inspection for a fee of **\$100.00** (one hundred dollars)
- 3.3 A lease renewal inspection can be performed at the end of each lease term for a fee of **\$150.00** (one hundred fifty dollars)
- 3.4 In addition to the leasing fee, Agent shall charge a 10% maintenance handling fee to any contracted repairs coordinated and scheduled in preparation for tenant by Agent.

**4. TERM** – This Agreement has no term and can be terminated by either party at any time.

**5. INDEPENDENT CONTRACTOR STATUS** – This agreement shall not in any manner be construed to be a partnership agreement and the parties hereto expressly agree that this Agreement established an independent contractor relationship.

**6. REQUIRED INSURANCE POLICY AND NEGLIGENCE AND WAIVER OF SUBROGATION RIGHTS** – Neither the Manager nor the Owner shall be liable to the other for loss arising out of damage to or destruction of the Property, or the contents thereof, included within or insured against by a standard form of fire insurance and general liability insurance policy. All such claims for any and all loss, however caused hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Manager or Owner or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that fees payable under this Agreement have been fixed in contemplation that Owner shall fully provide its own insurance protection at its own expense, and that Owner shall look to his insurance protection at its own expense, and that Owner shall look to his insurance carrier for reimbursement of any such loss, and further, that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Agent.

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- 7. ASSIGNMENT** – Neither party may assign any rights or delegate any duties hereunder without the express prior written consent of the other party.
  
- 8. HOLD HARMLESS** – Owner agrees to indemnify and hold the Agent and the assets of the Agent free and harmless from any and all claims, liabilities, losses, damages or expenses resulting from Agent’s maintenance of the Property.
  
- 9. RISK OF LOSS** – As between the parties hereto, the Owner shall bear all risk of loss of the Property. The Owner shall bear the cost of any insurance covering the loss or damage to the Property.
  
- 10. ARBITRATION** – If at any time during the term of this agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, every such dispute difference or the other parties, or if not single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such dispute difference or disagreement shall be settled by Arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association.
  
- 11. AGREEMENT READ** – Owner and Agent agree they have read this agreement. Owner acknowledges that Owner has had the opportunity to review and consider it and to have it reviewed by anyone of their choosing.

IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their representative signatures this            day of            , 20            .

**AGENT**

\_\_\_\_\_  
Courtney Wolfe  
TPD Property Management

**OWNER**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, & Zip

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

\_\_\_\_\_  
Owner Email address:

\_\_\_\_\_  
Owner Tax ID or SSN