

AMERISOUTH MANAGEMENT, INC.

Dear Owner:

Thank you for contacting AmeriSouth Management, Inc. for property management services.

You have selected the most comprehensive and effective property management company serving the Metro Atlanta Area. Attached you will find all documents necessary for us to begin marketing your home.

Enclosed you will find the following:

- Owner Management Agreement
- Paint and Flood Disclosure
- IRS W-9 Form
- Property Information Form

Please review, complete and return the enclosed documents along with a check in the amount of \$200 payable to AmeriSouth Management, Inc. (\$200 setup fee waived for managed properties). If you have any questions, please contact us by phone: (678-245-4620) or email: info@goamerisouth.com

Next, we will arrange to pick up a set of keys and visit your property to make a note of all features and take digital interior and exterior pictures. Let us know if you are in a hurry and we will arrange to have your home on the market in less than 24 hours.

We appreciate your business and look forward to working with you.

Best regards,

Mark Vonder Meulen
Qualifying Broker

AmeriSouth Management, Inc.
Exclusive Listing Agreement to Lease Without Management

20 ____
WOM

This Exclusive Leasing Agreement (hereinafter "Agreement") is made this ____ day of _____, 20____. By and between _____ (hereinafter "Owner") and AmeriSouth Management, Inc. (hereinafter "Agent").

WITNESSETH:

Owner employs Agent to lease certain Property located at _____
City, _____ Georgia, Zip _____ County of _____
(hereinafter "Property") upon the terms and conditions set forth below and Agent agrees to accept such employment.

Owner of Record. Owner declares he/she is the owner of record or has the legal authority to execute this Agreement.

1. **Exclusive Agent; Term.** Agent shall have the exclusive right, for a minimum term of forty five (45) days from the date of the Agreement, to lease the Property, and Agent shall continue to have such right thereafter unless either party terminates this Agreement upon five (05) days prior written notice. If this Agreement is terminated by the Owner, Agent shall provide Owner, within ten (10) days after receipt of said notice, a list of persons with whom Agent has discussed this Property. Should Owner lease said Property, within ninety (90) days from date of termination, or expiration, to one of the parties on said list, Owner shall pay the commission specified herein.
2. **Leases.** Owner shall accept and sign a lease of the Property which Agent obtains if it is for a term of no less than twelve (12) months (or a term subsequently authorized by Owner) at a monthly rental rate as approved by Owner. Any such lease will be in writing on the Agent's standard lease form.
3. **Non-Discrimination.** Owner understands that in leasing the Property, both Agent and Owner must fully comply with all laws and regulations which prohibit discrimination on the basis of race, color, creed, national origin, sex, handicap or familial status.
4. **Leasing Commissions.** There is a **\$200.00 setup fee**, which should be submitted with this management agreement. When Agent procures a tenant for Owner, Owner will pay Agent a sum equal to **one (1) full month's rent** as a commission, payable from the proceeds of the first rent paid by the tenant or as set forth in paragraph #2 herein. If for any reason funds due Agent are not deducted from first month's rent, Owner agrees to pay outstanding balance due upon notice. Tenant shall pay their first rent directly to Agent, and Owner agrees to accept that payment as tenant's first rent. Said leasing commission shall be deemed owed, due and payable to Agent if tenant is approved by Agent within the parameters authorized by the Owner in this Agreement during the period of this exclusive agency.
5. **Management.** Owner understands that when Agent obtains a Tenant for Owner, Owner shall handle the security deposit, as is required by Georgia law, complete a move-in/move-out inspection with the Tenant, collect all rents due, initiate legal proceedings if necessary for eviction, handle maintenance requests and manage the Property to ensure the Tenant's quiet enjoyment of the Property during their tenancy. Agent shall have no further duties or responsibilities under this agreement prior to or after Agent procures the Tenant.
6. **Condition of Property.** Owner certifies all heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner certifies the house is in good and habitable condition now and Owner shall at all times, while this Agreement is in effect, be responsible for the maintenance of the Property in a good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources. Owner certifies that he has no knowledge of hazardous levels of Radon, Lead-based paint or other hazardous conditions or materials as recognized by the Environmental Protection Agency. Owner shall ensure the house is clean, free of pests and the grounds are in good condition at the time Agent obtains a Tenant for Owner. Upon the execution of this Agreement Owner shall provide Agent with keys for the Property, a Flood Disclosure and a Lead Based Paint Disclosure. Owner understands that it is his or her responsibility to maintain adequate fire and extended insurance coverage on the property and Owner shall, at all time while this Agreement is in effect, maintain liability insurance.
7. **Sale of Property.** If Owner sells the Property to a tenant, tenant prospect or sale prospect (or spouse) located through Agent's efforts, either during the term of this lease or for six (6) months after lease terminates, Owner shall pay Agent a real estate commission of **four (4%)** percent of the price at which the Property is sold as compensation for Agent's service for having procured the Purchaser. The commission provided for in this paragraph shall be payable without respect to the nature or extent of service, if any, actually rendered by Agent in connection with the sale of this Property. It is the Owners responsibility to immediately notify Agent in the event

of the possibility of a pending sale to the tenant in order to affect a satisfactory and efficient closing of the sale. Termination of this agreement does not remove this commission obligation.

8. Dual Agency. Owner understands that during the term of a lease obtained by Agent, either Agent or a related entity may attempt to interest a tenant in the purchase of the Property or other Property, and Owner agrees to identify and hold Agent harmless against any and all claims, damages, losses, expenses or liabilities arising from Agent's dual agency role and expressly relieves Agent from any liability in that regard. Agent will not allow a tenant to breach a lease for the purpose of purchasing other Property.

9. Advertising. Agent may, at the Agent's expense, advertise the Property in whatsoever manner the Agent may feel appropriate. Agent shall provide no accounting to Owner for advertising as Agent intends to use many different sources and methods to promote said Property, some of which will be generic in nature.

10. Indemnity. Owner shall hold Agent harmless and indemnify Agent from any and all claims, demands, rights of action, judgments, expenses (including attorney's fees and court costs), damages, lawsuits and other liability arising from Agent's performance in good faith under this Agreement. This shall include liability from injuries to persons or property suffered or sustained by any person. If a suit is brought by Agent to collect compensation or if Agent successfully defends any action brought against Agent by Owner arising out of the execution of this agreement or any lease or other transfer relating to the herein described property, owner agrees to pay all costs incurred by Agent in connection with such action including reasonable attorney's fees. The security deposit/and or pet deposit or pet fee collected from the tenant shall be made payable to and turned over to the Owner thereby releasing Agent from all liability for the return of the security deposit/and or pet deposit upon termination of the lease. Owner agrees that all responsibility of Agent shall end with the signing of the aforementioned lease agreement, and the Owner hereby indemnifies and holds harmless Agent from any claims or costs incurred by Agent in defending against any claims arising from the security deposit.

11. Notices. All notices or other communications required to be given under this Agreement, otherwise necessary to be given, shall be deemed to have been properly given to Owner at the address shown near Owner signature on this Agreement, and to Agent at P O Box 681722, Marietta GA 30068. Either party may change address for receiving such notices by giving the other party ten (10) days' prior written notice of any such change. All notices shall be in writing and personally delivered or sent by certified mail, return receipt requested. Personal notice shall be effective upon delivery and mailed notice shall be effective three (3) days after the date of mailing.

12. Property Information. Owner warrants the information with respect to the Property as set forth in this Agreement (or attached Property description) is true and correct and the Owner has fully revealed to Agent all pertinent information with respect to the Property and its physical condition, and Agent is authorized to convey said information to prospective applicants. Owner acknowledges Agent intends to rely upon the accuracy of the information furnished by Owner and Owner agrees to hold Agent harmless from any costs, expenses or damages incurred by Agent as a result of Owner withholding any information from Agent which is relevant or necessary to properly and legally represent the Property.

13. Lockbox, Signs, Previewing . Owner hereby gives Agent the authorization to install a sign and lockbox on the subject Property until the termination of this Agreement. Owner acknowledges prospective tenants may view vacant properties unaccompanied or accompanied by Agent, cooperating real estate agents or others as Agent deems appropriate.

14. Lease Execution. Owner acknowledges that he has read the terms of the Residential Rental Agreement attached hereto as "Exhibit A" and agrees to execute said lease provided the terms set forth in paragraph #2 of this Agreement (or subsequent changes authorized by Owner), are satisfied.

15. Authorization. Owner warrants they have legal title or appropriate legal authorization to lease said Property and enter into this Agreement. Owner warrants they have contacted their Home Owners Association, Condo Association or other governing body and there are no restrictions preventing them from leasing their property.

16. Acknowledgment. The undersigned Owner acknowledges by his signature below that: (1) They have carefully read this Agreement; (2) They have approved the figures and stipulation contained herein; (3) They understand the contents of this Agreement and have sought such independent legal counsel as they so desire.

17. Owner Cooperation. Owner's full assistance and cooperation with Agent in leasing said Property is expected and in no way reduces, minimizes or removes Owner's obligation to pay fees outlined herein.

18. Terminology. Singular pronouns in this Agreement shall be deemed to include the plural.

29. Signatures/ Faxes. Owner and Agent agree that this Agreement can be signed by duplicate originals. Faxed signatures are deemed originals.

20. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefits of all undersigned parties, as well as their respective heirs, successors and assigns.

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

22. Independent Contractor. It is understood that, in leasing the Property, Agent is an independent contractor and is not acting as Agent, partner, joint venture, or lessee of Owner and nothing herein shall be construed as reserving to Owner the right to control Agent's business or operations or the manner in which the same shall be conducted.

23. **Special Stipulations.** The following special stipulations are a part of this Agreement and, if in conflict with any of the foregoing, they shall control:

Available Date _____

24. **Special Stipulations.** The following special stipulations shall control in the event of conflict of the foregoing:

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20 _____.

Property Owner Signature

Address

Print Name

City State Zip

Social Security Number * (required) _____ -- _____

Co-Owner Signature

Home Phone

Office Phone

Print Name

E-mail Address

Social Security Number * (required) _____ -- _____

AmeriSouth Management Inc. _____
P O Box 681722 Mark Vonder Meulen, Qualifying Broker
Marietta GA 30068 Georgia Real Estate License Number 243675
MLS Office Code AMSM01
Brokerage Firm License Number H-46712
Phone: 678-245-4620
Fax: 678-298-9633

Property Address: _____

Lead Base Paint & Related Hazards (RE: Homes built before 1978)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally-approved pamphlet on lead poisoning prevention.

Owner, If subject property was built after 1978
Initial here _____

Owner/Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (initial one below)

OR [_____ initial Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the house
_____ initial Known lead-based paint and/or lead-based paint hazards are present in the house.
(explain) _____

(b) Records and reports available to the Owner/lessor (initial one below):

OR [_____ initial Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead based paint and/or lead-based paint hazards in the house.
_____ initial Owner/Lessor has provided AmeriSouth Management, Inc. with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the house.
(explain) _____

Agent's Acknowledgment Agent has informed Owner/Lessor of the Owner/Lessor's obligations under 42 U.S.C.

Initial

Property Propensity to Flood

Georgia Landlord Tenant Law requires that Owner disclose to potential tenants material adverse physical conditions on the property, including the propensity to flood.

The Property has a propensity of flooding; that is, the Property, or some portion of the living space, basement or attachments thereto which will be covered by the rental agreement, has been damaged by seepage of water or flooding* during the five-year period immediately preceding the date of this Agreement. Owner hereby instructs Broker to give written notice of the fact of such flooding to all prospective tenants who may reside on the premises. (Flooding is defined as the inundation of a portion of the living space or basement covered by the lease that was caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as ponding of water at or near the point where heavy or excessive rain fell.)

The statement above **Does / Does not** apply to this property (*circle one*)

Does the basement get wet? **Yes / No or N/A** (No basement) (*circle one*)

Owner Signature Date

Owner Signature Date

Resident Signature Date

Residents Signature Date

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									
or									
Employer identification number									

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:

- 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
- 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
- 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.)

Sign Here

Signature of U.S. person ▶

Date ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

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

AmeriSouth Management, Inc.
www.AmeriSouthManagement.com

Property Information

Address: _____
City: _____ GA, Zip: _____

Subdivision or Complex Name: _____
Year Built _____

Please fill in and circle requested information

Utility Companies

Electricity _____	Paid by: Tenant/Owner/included in HOA fee	
Gas _____	Paid by: Tenant/Owner/included in HOA fee	
Water _____	Paid by: Tenant/Owner/included in HOA fee	Public or Well
Sewer _____	Paid by: Tenant/Owner/included in HOA fee	Public or Septic
Trash _____	Paid by: Tenant/Owner/included in HOA fee	
Cable _____	Paid by: Tenant/Owner/included in HOA fee	

Alarm Yes or No If yes, code: _____ Alarm Company: _____
Phone number: _____

Neighborhood Amenities

Swimming Pool Yes No Paid by: Tenant/Owner/included in HOA fee
Tennis court Yes No Paid by: Tenant/Owner/included in HOA fee

Appliances provided by Owner

Refrigerator Yes No
Washing machine Yes No
Dryer Yes No

Home Warranty Yes No

Name of Company _____
Telephone number _____
Account number _____
(Attach copy of home warranty contract)

HVAC
Central heat Yes No gas or electric
Central air Yes No

Location of main water shut off _____

Currently scheduled services

Pest control Yes No	Company _____	telephone _____
Termite bond Yes No	Company _____	telephone _____
Yard service Yes No	Company _____	telephone _____
Other:	Company _____	telephone _____

Will you allow pets? Yes No Negotiable *(The majority of tenants have pets. We recommend negotiable. You will be contacted prior to approval)*

Sale of Property

Often, people inquire whether an owner is interested in selling the property

Please circle as applicable: I do not want to sell my home
I would consider a sale/ lease purchase/ lease option/ all

Townhomes and Condo

No. parking spaces 1 2 3 4 If assigned parking, space numbers _____
Mail box no. _____ Gate or other access codes _____
HOA contact person name and phone number _____
*(If your unit utilizes keys which cannot be duplicated, please provide three copies of all keys.
Tenants will receive two copies and AmeriSouth Management, Inc. will retain one copy.)*
