



Prospective HOME OWNER for the RE/MAX Long Term Rental Program.

This is an outline of our procedures and forms enclosed:

- Agency Representation – we represent YOU as the homeowner.
- Management Agreement – standard Arkansas Realtor Association form. We charge 50% of the first full months rent and 10% of each additional month per new tenant.
- Lease Application – is required and we complete a comprehensive credit, rental history and criminal records check at the renters expense.
- Lease Agreement – standard Arkansas Realtor Association form with the following provisions: \$10 late fee per day, \$25 bad check fee, 30 days written notice to vacate, 15 days abandonment, no smoking, no pets, required yard maintenance of weed and leaf removal as the renters responsibility.
- Utilities – all paid by the tenant and in the tenant's name. Please have your water bill sent to: *c/o REMAX, 1400 Desoto Blvd., Hot Springs Village, AR, 71909*. Your water bill will be prorated for the renters stay at the beginning and end of the lease.
- Entrance / Exit checklist – renter fills out and this is checked and verified. Complete cleaning expectations are given at check in.
- Security deposit – is equal to one months rent and is held in separate account. Arkansas law clearly states that this cannot be used as rent. Additional pet deposit will be collected if YOU approve a pet. Upon default of lease the security deposit will be returned to you minus any necessary repairs or cleaning. Under normal conditions the security deposit will be dispersed to the renter after the check out inspection, minus and cleaning and maintenance deemed necessary by management.
- We manage Long Term rentals only. This is to help you maximize you rental investment. It is highly recommended that the unit be free of **all** furnishings.

We would love to have your business. Fell free to contact us for any further information or to have us preview your property. . RE/MAX Rentals - Sherry Spann, Property Manager at (501) 922-3777.

Thank you for your interest in RE/MAX Rentals.

**RE/MAX<sup>®</sup>** of Hot Springs Village

RENTAL DEPARTMENT

1400 Desoto Blvd.. Office: (501) 922-3633 (888) 828-9478 Fax: (501) 922-4066

Hot Springs Village, AR 71909



# Agency Representation Disclosure (Rental)

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Form Serial  
Number:

045015-900139-4458156

## INFORMATION ABOUT REAL ESTATE AGENTS AND WHOM THEY REPRESENT IN A REAL ESTATE LEASE OR RENTAL TRANSACTION

Arkansas law requires real estate agents to disclose to all parties in a real estate lease or rental transaction which party(ies) he or she is representing. Real estate agents typically represent Landlords or Owners of real estate but can also represent Tenants or Renters, as well as both. Information about the different types of real estate representation practiced in Arkansas is listed below. You will be asked to sign this Agency Representation Disclosure Form, which confirms that the Real Estate Agent identified below disclosed to you whom he or she is representing in the real estate lease or rental transaction before you signed any document related to the transaction.

### LANDLORD OR OWNER REPRESENTATION

A real estate agent who enters into a management agreement to manage property for a Landlord or Owner is known as the Landlord's Agent or Owner's Agent. A Landlord's or Owner's Agent represents the Landlord or Owner in the lease or rental transaction. That means that the Landlord's or Owner's Agent may assist the Tenant or Renter who is not represented in leasing or renting the Property or deal with an agent for the Tenant or Renter, but the Landlord's or Owner's Agent's primary duty is to promote the interests of the Landlord or Owner. As a Tenant or Renter not represented by a Landlord's or Owner's Agent, you should keep any information that may place you at a disadvantage in negotiations confidential and undisclosed to the Owner or Landlord (or Owner's Agent or Landlord's Agent) since the Landlord's or Owner's Agent has a duty to pass that information on to the Landlord or Owner. Confidential information may include the Tenant's or Renter's real estate needs or motivations, negotiating strategies or tactics, or financial situation. ***(It is suggested that this relationship be documented by a separate agency representation agreement.)***

### TENANT OR RENTER REPRESENTATION

A real estate agent who enters into an agreement to only represent the Tenant or Renter in a real estate lease or rental transaction is known as a Tenant's Agent or Renter's Agent. A Tenant's or Renter's Agent represents the Tenant or Renter in the lease or rental transaction. That means that the Tenant's or Renter's Agent may either assist the Landlord or Owner who is not represented in leasing or renting the Property or deal with an agent for the Owner or Landlord, but the Tenant's or Renter's Agent's primary duty is to promote the interests of the Tenant or Renter. As a Landlord or Owner not represented by a Tenant's or Renter's Agent, you should keep any information that may place you at a disadvantage in negotiations confidential and undisclosed to the Tenant or Renter (or the Tenant's or Renter's Agent) since the Tenant's or Renter's Agent has a duty to pass that information on to the Tenant or Renter. Confidential information may include the Landlord's or Owner's motivations, negotiating strategies or tactics, or financial situation. ***(It is suggested that this relationship include a separate agency representation agreement.)***

### BOTH TENANT OR RENTER AND LANDLORD OR OWNER REPRESENTATION (DUAL AGENCY)

A real estate agent who enters into an agreement to represent the Landlord or Owner and also enters into an agreement to represent the Tenant or Renter in the same transaction is known as a "Dual Agent." Dual Agency most frequently occurs when a real estate agent or agents within the same real estate firm represent both Tenant or Renter and Landlord or Owner in the same transaction. Both Tenant or Renter and Landlord or Owner must have given their written consent to such dual representation prior to or at the time of execution of any agency agreement, property management agreement, lease or other real estate rental contract. Both Tenant or Renter and Landlord or Owner should be aware that a possible conflict of interest may exist in this type of representation. Dual Agency limits the duties listed above in the Landlord or Owner Representation and the Tenant or Renter Representation sections of this Agency Representation Disclosure in representing the Landlord/Owner or the Tenant/Renter by written agreements found in the agency, property management agreement, lease or other agency or rental contracts. For instance, when representing the Tenant or Renter and Landlord or Owner, the Dual Agent would not disclose to one party confidential information obtained from the other party. ***(This relationship requires a separate agency representation agreement.)***

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# Agency Representation Disclosure (Rental)

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## AGENCY REPRESENTATION DISCLOSURE

Without limitations on other agreements concerning agency rights and responsibilities to the person named below and possibly others, the Real Estate Agent named below represents and is acting as agent of the:

- ☐ A. Landlord or Owner
- ☐ B. Tenant or Renter *(It is suggested that this relationship include a separate agency representation agreement.)*

Real Estate Agent \_\_\_\_\_

Real Estate Company \_\_\_\_\_

Signature of Real Estate Agent \_\_\_\_\_

Date disclosure made (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

This Agency Representation Disclosure may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2014.

FORM SERIAL NUMBER: 045015-900139-4458156

I have received, read, and acknowledge that the Real Estate Agent identified above has disclosed whom the Agent represents.

Name of Person Receiving Disclosure \_\_\_\_\_

Signature \_\_\_\_\_

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

Name of Person Receiving Disclosure \_\_\_\_\_

Signature \_\_\_\_\_

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

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# Property Management Agreement

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Form Serial Number: 096958-800139-4458231

This Property Management Agreement is made between \_\_\_\_\_ **Homeowner**  
\_\_\_\_\_, hereafter called "Owner," and \_\_\_\_\_ **RE/MAX of HSV**  
\_\_\_\_\_, hereafter called "Managing Agent."

WITNESSETH in consideration of the terms, conditions, and covenants hereafter set forth, the parties hereby mutually agree as follows:

- 1. Exclusive Agency.** Owner hereby appoints Managing Agent, and Managing Agent accepts the appointment, to manage the following described Property on the terms and conditions contained in this Property Management Agreement.  
Description: \_\_\_\_\_ **Legal Description**  
Address: \_\_\_\_\_ **Rental Address**
- 2. Term.** The term of this Property Management Agreement is a period of 12 months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless otherwise terminated as provided herein. Owner may terminate this Property Management Agreement at any time during the first year by giving Managing Agent 30 days advance written notice and by compensating Managing Agent with the payment of an additional service fee ("Cancellation Fee") equal to Zero. This Cancellation Fee shall be paid upon Owner's delivery of the notice. In the event the termination is caused by the sale of the Property, Owner shall owe the Cancellation Fee set forth in Paragraph 13. During the term of this Property Management Agreement or any automatic renewals hereof, either party may terminate this Property Management Agreement at expiration by giving thirty (30) days written notice prior to the expiration of the term or any automatic renewals hereof. Managing Agent is granted a maximum of sixty (60) days after termination of this Property Management Agreement to process all outstanding obligations committed against the Property and to render a final accounting to Owner per Paragraph 11.
- 3. Owner Responsibilities.** Owner agree the address for notices to Owner from Managing Agent shall be \_\_\_\_\_ **Homeowners Address**.  
Owner assumes sole responsibility for checking for correspondence from Managing Agent at the above address. Any delivery by Managing Agent of correspondence, municipal notices, service of process, or other information shall be deemed effectively delivered to Owner by Managing Agent so long as Managing Agent has, within two (2) business days of receipt, deposited such information in the United States mail, with sufficient postage to ensure delivery, addressed to Owner at the above address. If Managing Agent so performs, Owner agrees that, notwithstanding any statute, rule, regulation or provision of common law, Managing Agent has discharged all fiduciary, contract and other duties to Owner, Managing Agent not having further obligation. In addition, if Owner is not an Arkansas citizen or domestic Arkansas entity, Owner shall deliver to Managing Agent all filings required by Arkansas law to eliminate the need for income tax withholding, including without limitation filings with the Arkansas Department of Finance and Administration pursuant to Act 1982 of 2005 (and regulations thereunder), or, in the alternative, Owner understands, acknowledges, agrees and instructs Managing Agent to withhold for taxation purposes all sums required by law and, in addition, agrees to reimburse Managing Agent for all tax or accounting expenses incurred in determining the withholding amount and for preparation and filing of applicable forms. Owner warrants and represents to Managing Agent that no withholding is required from any rentals or other disbursements to Owner in that Owner has United States citizenship status, pursuant to the Foreign Investment in Real Property Taxation Act (FIRPTA) or otherwise under state and federal law, it being the obligation of Owner to file all state and federal tax returns applicable to Owner and the Property (and income therefrom) and to pay all applicable taxes in connection therewith.
- 4. Renewal.** Unless otherwise terminated in accordance with Paragraph 2, this Property Management Agreement is automatically renewed for successive periods of one (1) year each thereafter, until terminated as herein provided.



# Property Management Agreement

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**5. Managing Agent Responsibility.** Managing Agent agrees to:

- a. Use diligence in the management of the Property and to furnish the usual supervisory service of its organization for renting, leasing, operating, maintaining, and managing the Property upon the terms herein provided.
- b. Render each month, with respect to current month, monthly statements of receipts and disbursements in connection with the operation of the Property.
- c. Provide experienced assistance and recommendations to Owner in connection with annual budgets and analysis of operating results.
- d. Comply with all Fair Housing laws and provide equal services to all persons regardless of race, color, religion, sex, handicap, familial status sexual orientation or national origin.

**6. Owner Agreement.** Owner hereby gives to Managing Agent the following authority and powers and agrees to bear the expenses in connection therewith:

- a. To do and perform or cause to be performed all acts and things necessary, required, or desirable to ensure the proper and efficient rental, management, operation and maintenance of the Property.
- b. ☒ (i) To sign, renew, or cancel leases and/or rental agreements for and in the name of Owner as Owner's exclusive leasing agent for the Property. Owner authorizes Managing Agent to advertise and market the Property at a monthly rental of \$ \_\_\_\_\_ per month, and Owner and Managing Agent further agree that no lease or rental agreement at a monthly rent of less than \$ \_\_\_\_\_ per month shall be executed by Managing Agent without the consent of Owner, or  
☐ (ii) See attached rate list per unit.
- c. To receive all monthly rents due from tenants of the Property and in connection therewith to request, demand, collect, and receive any and all charges or rents that become due to Owner.
- d. To advertise the availability of rental of the Property or any part thereof, and display "For Rent" or "For Lease" and other similar signs upon the Property subject to compliance with any ordinances or restrictions applicable to the Property.
- e. To make or cause to be made and to supervise repairs and alterations, and to do decorating on the Property, including but not limited to exterior and interior cleaning, painting, and decorating, plumbing, carpentry, and other such normal maintenance and repair work as may be necessary. Notwithstanding any other provision of this Property Management Agreement to the contrary, Managing Agent agrees to secure the prior approval of Owner on all expenditures in excess of \$ \_\_\_\_\_ for any one item except monthly or recurring operating charges and emergency repairs in excess of the maximum, if in the opinion of Managing Agent such repairs are necessary service to the Property and/or tenant.
- f. Owner agrees to release, indemnify and hold Managing Agent harmless from any act of omission or commission concerning service upon Managing Agent of any papers, notices, subpoenas, summons, or other legal documentation regarding an alleged violation of any state, federal, municipal or other law, regulation or directive, on or about the Property (collectively, a "Code Notice"). Further, Owner agrees to release, indemnify, and hold Managing Agent harmless and not to allege any negligent conduct on the part of Managing Agent if, within two (2) business days after receipt of a Code Notice by Managing Agent, on behalf of Owner, the Code Notice is forwarded to Owner by certified United States mail. Owner assumes sole responsibility for, at all times, furnishing Managing Agent with written notice of a current address for Owner serviced by the United States Post Office, the initial address being:  
**Homeowners address**  
\_\_\_\_\_  
\_\_\_\_\_
- g. To hire, discharge, and supervise all labor and employees required for the operation and maintenance of the Property, it being agreed that all employees shall be deemed employees of Owner or of the contractor retained by Managing Agent for Owner, and not of Managing Agent. Managing Agent may perform any duties through attorneys, agents, or employees hired by Owner and shall not be responsible for their acts, defaults or negligence. Managing Agent shall not be liable to Owner for any error of judgment or for any mistake of fact or law, or for anything that Managing Agent may do or refrain from doing hereafter except in case of willful misconduct or gross negligence.
- h. To make such contracts for water, electricity, gas, telephone, vermin extermination, furnace and air conditioning repair, waste disposal, labor and other services or such of them as Managing Agent shall deem advisable, and to place purchase orders for such equipment, tools, appliances, materials and supplies as Managing Agent deems necessary. All such contracts and orders so entered into shall be made in the name of Owner.

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7. **Separate Owner's Funds.** Managing Agent shall establish and maintain, in a bank, whose deposits are insured by the Federal Deposit Insurance Corporation, a trust account for Managing Agent's Owner's fund with authority to Managing Agent to draw thereon for any payments to be made by Managing Agent to discharge any liabilities or obligations of Owner incurred pursuant to and subject to the limitations of this Property Management Agreement. Owner shall forward funds to Managing Agent in an amount deemed sufficient by Managing Agent to provide for all sums due and payable by Owner as operating expenses authorized to be incurred under the terms of this Property Management Agreement. Managing Agent may make periodic payments to Owner of funds in said owner's fund that are in excess of that amount deemed necessary by Managing Agent to meet operational expenses, subject to the limitations, however, that any such payments shall not affect Owner's obligation hereunder to hereafter furnish sufficient funds to Managing Agent to meet operational expenses should such additional deposits be deemed necessary by Managing Agent.
8. **Hold Harmless Agreement.** Owner agrees, at Owner's expense, to indemnify and hold Managing Agent harmless from any claims or damages, including, but not limited to costs, expenses, and reasonable attorney's fees and accounts thereof, that may be made by anyone in connection with the management of the Property and/or injuries suffered by employees or any person whomsoever, and to carry, at Owner's expense, Comprehensive General Liability Insurance with minimum limits of \$300,000 death or injury, and \$100,000 Property damage. Owner understands such minimal limits may not protect Owner from all liabilities facing owners of rental property. Owner agrees to seek the advice of Owner's legal counsel and insurance agent to determine the appropriate types and amounts of insurance coverage necessary to fully protect Owner. Owner agrees to deliver to Managing Agent an insurance binder naming Managing Agent as an additional insured under Owner's policies at Owner's expense prior to the effective date of this Property Management Agreement. In the event this insurance is ever canceled, a thirty (30) day written notice of cancellation will be sent to the offices of Managing Agent, and Managing Agent is specifically authorized to place, at Owner's expense, liability coverage if a copy of any existing liability policy is not furnished to Managing Agent within thirty (30) days after the effective date of this Property Management Agreement.
9. **Types of Agency.** Owner fully understands the agency options available below and agrees that Managing Agent will be the agent of Owner under the provisions of this Property Management Agreement and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of Owner. Owner authorizes Managing Agent to lease the Property utilizing the agency options selected below. However, Managing Agent will present to Owner all offers to lease received regardless of agency options selected.

In addition to Managing Firm leasing the Property to prospective Lessees, Owner chooses to allow the Managing Agent to use the following options (Choose as many options as desired to lease the Property): **(check all that apply)**

- ☒ **A. Lessor Agency:** Lessor agency is when the Owner is represented exclusively by the Managing Agent and the Lessee is not represented by a separate agent.
- ☐ **B. Lessee Agency:** Owner acknowledges Managing Agent is employed by Owner and Lessee's agent is employed by Lessee. All licensees associated with Lessee agent's firm are employed by, represent, and are responsible to Lessee.
- ☐ **C. Dual Agency:** Owner hereby consents that Managing Agent may represent both Owner and Lessee in any transaction to lease the Property. Should this situation arise, Owner and Managing Agent agree to the following:
- (i) The Managing Agent shall not be required to and shall not disclose to either Owner or Lessee any personal, financial or other confidential information about the other party without that party's express written consent. This restriction excludes information related to material Property information that is known to Managing Agent and other information that must at the Managing Agent's discretion be disclosed.
  - (ii) By selecting this option 9C, Owner acknowledges that when Managing Agent represents both Owner and Lessee, a possible conflict of interest exists and Owner agrees to forfeit individual rights to receive the undivided loyalty of the Managing Agent.
  - (iii) Any claim now or hereafter arising out of any conflicts of interest from Managing Agent's representation of both Owner and Lessee is waived.
- ☐ **D. Non-Agency:** See Non-Representation Disclosure Addendum
10. **Bankruptcy.** In the event a petition in bankruptcy is filed by or against Owner, or in the event Owner shall make an assignment for the benefit of creditors, take advantage of an insolvency act or otherwise seek some form of debtor relief, Managing Agent may terminate this Property Management Agreement upon three (3) days notice to Owner. If Owner shall breach obligation hereunder and such breach remains uncured for a period of thirty (30) days after receipt by Owner of notice of such breach, then Managing Agent may forthwith terminate this Property Management Agreement.



# Property Management Agreement

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- 11. Final Accounting.** Upon termination of this Property Management Agreement, pursuant to the provisions hereof, Managing Agent shall have a maximum of sixty (60) days in which to process all outstanding obligations committed against the Property and to render a final accounting to Owner. It is expressly understood that notwithstanding any termination of this Property Management Agreement, Owner shall account to Managing Agent for any sums payable by Owner and occurring prior to termination.
- 12. Waiver.** Owner agrees to waive all rights of action of any type against Managing Agent for damages caused or allegedly caused by Managing Agent, its employees, subcontractors, or any other party acting on its behalf.
- 13. Managing Agent's Fee.** Owner agrees to pay Managing Agent \$ \_\_\_\_\_ per month, or ten percent (10.0%) of monthly rents collected, whichever is greater, throughout the term of this Property Management Agreement. In the event the Property is sold or exchanged during the term of this Property Management Agreement by any person including Owner, to any person, firm or corporation who has rented or leased the Property, Managing Agent shall be entitled to a cancellation fee equal to zero percent (0.0%) of the gross sales price.
- 14. Other Provisions.**  
*RE/MAX will collect 50% of the first month of rent and 10% for each month thereafter for the duration of the lease.*  
*Homeowner cannot cancel this agreement as long as the renter obtained by RE/MAX resides in the home.*  
*Rent payments to Homeowner will not be disbursed until funds have cleared the bank.*
- 15. GOVERNING LAW:** This Property Management Agreement shall be governed by the laws of the State of Arkansas.
- 16. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Property Management Agreement shall not affect the validity or enforceability of any other provision of this Property Management Agreement, which shall remain in full force and effect.
- 17. MERGER CLAUSE:** This Property Management Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Property Management Agreement shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 18. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 18) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 19. Counterparts.** This Property Management Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.



# Property Management Agreement

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20. **TIME.** Owner and Managing Agent agree time is of the essence with regard to all times and dates set forth in this Property Management Agreement. Unless otherwise specified, days as it appears in this Property Management Agreement shall mean calendar days. Further, all times and dates refer to Arkansas Central time and date.

21. **LICENSEE DISCLOSURE.** Check all that apply:

☒ A. Not Applicable.

☐ B. One or more parties to this Property Management Agreement acting as a ☐ Lessee ☐ Lessor hold a valid Arkansas Real Estate License.

☐ C. One or more owners of any entity acting as ☐ Lessee ☐ Lessor hold a valid Arkansas Real Estate License.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2014.

FORM SERIAL NUMBER: 096958-800139-4458231

This Property Management Agreement shall be binding upon the successors and the assigns of Managing Agent and the heirs, administrators, executors, successors, and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_.

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

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

Printed Name: Homeowner  
Owner

Printed Name: Homeowner  
Owner

Mailing Address: Homeowners address

Mailing Address: Homeowners address

e-mail address: Homeowners email

e-mail address: Homeowners email

Home Phone: Homeowners phone number

Home Phone: Homeowners Phone number

Work Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Management Firm Name: \_\_\_\_\_

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

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

Printed Name: Supervising Broker

Printed Name: Managing Agent



# Residential Lease/ Rental Agreement



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Form Serial Number: **013061-600139-4457794**

This Residential Lease/Rental Agreement is made this (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, between Owner by and through its authorized agent, **RE/MAX of Hot Springs Village** (hereinafter called "Management") and **New Renter** (hereinafter called "Tenant").

**1. TERM AND DESCRIPTION:** Owner hereby leases to Tenant, based on Tenant's representation, Unit Number \_\_\_\_\_ in the Property known as \_\_\_\_\_ **Legal Discription** located at \_\_\_\_\_ **Rental Address**

☐ for the term of \_\_\_\_\_ commencing on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and ending on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, or

☐ on a periodic month-to-month basis, beginning on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and cancelable by Tenant or Owner upon thirty (30) calendar days' written notice.

**2. RENT:** Tenant is taking possession of the Property on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_. Thereafter rent in equal monthly amounts in the amount of \$\_\_\_\_\_ is due and payable in advance without deduction or demand on the **1st** calendar day of each month. Tenant agrees to pay the rent promptly when due and further agrees to pay a late charge in the amount of \$ **10.00** for rental installments or partial installments paid after the **5th** calendar day of each month. In the event of an insufficient check, Tenant agrees to pay Owner a service fee of \$ **0.00**. Tenant also understands that the late charge will apply to insufficient checks not replaced prior to the fifth calendar day after due date. Rent and rent installments and other charges as they may apply are to be paid at Management's office or at such place as Management by written notice may designate.

**3. SECURITY DEPOSIT:** Management, on behalf of Owner, acknowledges receipt from Tenant the amount of \$\_\_\_\_\_ as Security Deposit, which Tenant acknowledges does not exceed two months' rent. The Security Deposit is given by Tenant as evidence of Tenant's good faith to honor and comply with the terms and conditions of this Residential Lease/Rental Agreement and shall be held by Management in a non-interest-bearing trust account. Management shall hold the Security Deposit, or part thereof, toward any damages or losses Owner may sustain by reason of Tenant's default of any kind or nature whatsoever. Damages include but are not limited to: (1) unpaid Tenant charges; (2) labor and materials required to clean the Property or a part thereof; (3) the cost of painting and redecorating the Property resulting from unfair wear and tear; (4) the cost of repairing and replacing any portion of the Property that may have been defaced, injured, destroyed, altered or removed in any manner; and (5) administrative costs, advertising, redecoration or other costs similar to those outlined in this paragraph that Management may incur to relet the Property due to premature termination of this Residential Lease/Rental Agreement on the part of Tenant. Should Owner's losses due to Tenant's default exceed the Security Deposit, Tenant agrees to pay Management, on behalf of Owner, for such excess losses when billed. It is further agreed by Tenant to remit when billed by Management for damages as outlined in Paragraph 7 of this Residential Lease/Rental Agreement in order that the Security Deposit will remain intact. Management, on behalf of Owner, as may be required by law, shall return the Security Deposit, less any sum deducted in accordance with Arkansas law or this Residential Lease/Rental Agreement, in the time and manner provided by law.

**4. ACKNOWLEDGEMENT OF CONDITIONS:** Tenant's acceptance and possession of the Property is conclusive evidence that the Property is in good, satisfactory, and tenantable condition. Neither Owner nor Management have made a representation as to the condition of the Property nor agreed to decorate, alter, or improve the Property except as specified in writing. Tenant agrees to surrender the Property at the conclusion of Tenant's tenancy in as good condition as when received, reasonable wear excepted.



# Residential Lease/ Rental Agreement



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**5. USE:** Tenant, Tenant's family and guests agree to use the Property lawfully, complying with ordinances and laws of the municipality, or other governmental entity having jurisdiction over the Property. Tenant or Tenant's guests will not at any time do any act or thing to cause a disturbance, interfere with the rights and quiet enjoyment of other Tenants, interfere with Management in the operation and maintenance of the Property and any improvements on or about the Property, or use the Property for purposes or in a manner deemed hazardous by Owner's insurance representatives. Tenant agrees to keep the Property clean, sanitary and in compliance with applicable health laws and ordinances. Tenant agrees that the Property will be occupied only by the \_\_\_\_\_ persons identified in the application, which is incorporated herein by reference, unless guests staying in the Property over 15 days are registered, in advance, with Management. Further, Tenant agrees not to assign this Residential Lease/Rental Agreement, sublet the Property or permit use of the Property for any purpose other than a private dwelling.

**6. NUISANCE:** Tenant acknowledges that should any nuisance abatement or similar proceeding be commenced or threatened against Tenant, Owner, Management, or the Property by any municipal, county, state or federal nuisance abatement board or enforcement entity, wholly or partially resulting from the action or inaction of Tenant (or guests of Tenant) in, on or about the Property, such action or inaction shall constitute a material breach of this Residential Lease/Rental Agreement by Tenant entitling Management and Owner to all available remedies set forth in this Residential Lease/Rental Agreement or by applicable laws.

**7. DAMAGES:** Tenant agrees that the Property and contents shall be kept in good condition including the payment by Tenant for the maintenance and cleaning of all carpets and drapes. Any damage or excessive service to the Property caused by Tenant's misuse, neglect, or abuse shall be repaired at the cost of Tenant. Tenant shall give Management prompt notice of defects in, or accidents to, the water pipes, electric wiring, heating and air conditioning apparatus, or any other part of the Property in order that the same may be repaired with due diligence.

**8. MAINTENANCE:** The owner agrees to maintain the Property in good repair and condition, including but not limited to the cost of maintenance of the plumbing lines and fixtures, electrical panel, wiring and fixtures, appliances, heating, ventilation and air conditioning systems and \_\_\_\_\_. The renter agrees to maintain and pay cost of lawn care and landscaping. The owner agrees to pay all Property taxes and Property insurance, as well as maintain the exterior of the Property, the roof, the foundation and the structural stability of the Property. Unless set forth herein, neither Management nor the Owner of the Property shall have any responsibility to repair or maintain any portion of the Property, such being the sole responsibility of Tenant. In addition, Tenant is solely responsible for the conduct and safety of all inhabitants, guests, invitees, licensees, and trespasses.

**9. UTILITIES:** The renter shall furnish the utilities checked: ☐ None ☒ Water ☐ Propane ☐ Natural Gas ☒ Electricity. If Owner agrees to furnish the utilities indicated, then Owner will furnish the utilities at reasonable times in reasonable amounts but shall not be responsible for failure to furnish such utilities if the failure is beyond Owner's control. Tenant agrees to exercise reasonable prudence in consuming utilities and to comply with explicit instructions given by Management and any governing body in regard to utilities conservation and the protection of Management's and Owner's equipment.

**10. PETS:** Tenant will not keep or harbor any animal of any kind on the Property without the express written approval of Management.

**11. ALTERATIONS AND ADDITIONS:** Tenant shall not affix, exhibit, attach, or otherwise allow any sign, writing or printing to be placed in any window or door, or install any wallpaper, erect any structure, make any alteration, attach any contrivance or antenna or aerial, or operate any additional appliance to or in any part of the Property without the express prior written permission of Management; except if Tenant reasonably believes a lock, security device, system, or other measure is needed for the security of Tenant, such permission will not be unreasonably withheld following the written request of Tenant.



# Residential Lease/ Rental Agreement



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**12. LOCKS AND KEYS:** Should Tenant change the locks or locking devices, Tenant agrees to provide Management with the key(s) to such locks or devices and further to leave said locks or devices with Management at the termination of this tenancy. Tenant recognizes the right of Owner and Management to recover all damages and costs resulting from Management's inability to gain access to the Property or to replace or repair lock devices.

**13. ACCESS BY MANAGEMENT:** Management reserves and Tenant grants to Management the right for Management, its agents, employees or the holder of any mortgage to enter the Property at reasonable times for reasonable inspection, repair and service to the Property, but at any time for the purpose of attending an emergency.

**14. EXTENDED ABSENCE AND ABANDONMENT:** Tenant shall give Management written notice of any absence from the Property that will exceed 15 days. Failure to give notice shall leave Tenant responsible for all damages Management may incur as a result of no notice. If Tenant fails to pay the rental installment within 15 days from the due date and Tenant has not given notice of extended absence, Management will presume the Property abandoned by Tenant and Management may enter the Property and take possession thereof. In such case, Tenant shall be responsible for all losses and damages sustained by Owner by such abandonment. Management may further assume in the event of abandonment that any personal property of Tenant left on the Property may be disposed of by Management as provided by law, and Management is entitled to apply the proceeds of any sale of such personal property to damages incurred by Owner or Management.

**15. AUTOMOBILES AND OTHER VEHICLES:** Tenant agrees that only the automobiles, boats, trailers and any other vehicle so noted on application shall be allowed on the parking lot. No other vehicle, boat, trailer or recreational vehicle of any kind may be parked on the Property without the prior written permission of Management.

**16. PROPERTY, FIRE AND CASUALTY:** In case of damage to the Property by fire, storm, earthquake or other casualty not due to the negligence of Tenant, Management will abate the rent installments for the time the Property remains untenantable and the unused portion of any rent or deposit will be refunded to Tenant. Management shall by written notice inform Tenant within 60 days whether the damages will be repaired and this Residential Lease/Rental Agreement continued or whether this Residential Lease/Rental Agreement shall expire. In the event of such casualty, Owner and Management are released from all claims, losses, damages and inconveniences incurred by Tenant that arises from said casualty. In any event Tenant shall be solely responsible for losses, theft, casualty and damage related to the contents of the unit and further acknowledges that Management advised Tenant to consider securing a contents insurance policy. Tenant is advised to consider securing liability insurance in the event of accident, injury or death that could occur on the Property to Tenant, family or guests or any personal property of Tenant or others located within the Property. Owner and Management shall be held harmless in such events.

**17. NOTICES:** All notices required and given between the parties of this Residential Lease/Rental Agreement shall be given in writing to Management at Management's office, located at 1400 DeSoto Blvd, Hot Springs Village AR 71909 and to Tenant at the Property described.

**18. EXTENSION AND RENEWAL:** Unless terminated or modified as otherwise agreed, the term of this Residential Lease/Rental Agreement shall automatically extend at the completion of the initial term for a term of one month at the aforesaid rental, subject to adjustments as provided by this Residential Lease/Rental Agreement and payable as provided by Paragraph 2 of this Residential Lease/Rental Agreement. Evidence of Tenant's intent of extension shall be Tenant's possession of the Property on the first calendar day of the month and Management's intent by acceptance of the rent due.



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**19. SALE OF PROPERTY:** This Property is listed for sale ☒ NO ☐ YES

In the event the Property is listed for sale at the time this Residential Lease/Rental Agreement takes effect, Tenant agrees to cooperate fully with Owner in the efforts to show the Property to potential Buyers. Tenant agrees to keep the Property clean and neat at all times in connection with these efforts. If the Property is found to be less than clean at a showing, such event shall constitute a default under this Residential Lease/Rental Agreement entitling Owner to pursue all remedies allowed by law which may include seeking to evict Tenant. Owner will give notice to Tenant of intended showings to potential buyers; however, these notices may be relatively short for various reasons. In the event the Property is sold during the period of this Residential Lease/Rental Agreement, Tenant hereby agrees to vacate the Property within n/a days after notice by Owner.

**20. FAIR HOUSING:** Tenant agrees Owner and Management will provide equal services to all persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Tenant, Owner and Management agree that Owner and Management must comply with all state and federal laws while performing this Residential Lease/Rental Agreement.

**21. DEFAULT AND TERMINATION:** Tenant's failure to comply with the provisions and conditions of this Residential Lease/Rental Agreement, or to comply within reasonable time after Management's request for compliance, shall constitute Tenant's default of this Residential Lease/Rental Agreement. In the event of such default, Management may terminate this Residential Lease/Rental Agreement during the initial term for good cause by written fourteen (14)-day notice, stating the specific reason for termination. Unless terminated otherwise, either party may terminate this Residential Lease/Rental Agreement after the initial term by written fourteen (14)-day notice of such intent. Tenant agrees that no aforescribed notice shall be accepted by Management without the payment of rent or rent installments due under this Residential Lease/Rental Agreement.

**22. PREMATURE CANCELLATION:** This Residential Lease/Rental Agreement shall be considered prematurely canceled or terminated if: (1) Tenant does not complete the initial term of this Residential Lease/Rental Agreement as described in Paragraph 1 or (2) Tenant fails to give proper 30-days' advance written notice of Tenant's intent to terminate after completion of the initial term. In the event of such premature cancellation, Tenant shall be responsible to Owner and Management for all damages and losses Owner and Management may incur as outlined in Paragraph 3 of this Residential Lease/Rental Agreement.

**23. AGENCY DISCLOSURE:** Tenant acknowledges that (1) Management is the agent solely of Owner and not the agent of Tenant, and (2) this fact was read, discussed and understood by Tenant prior to execution of this Residential Lease/Rental Agreement.

**24. TIME IS OF THE ESSENCE:** Time is of the essence for each of the agreements and conditions herein to be performed by Tenant. Unless otherwise specified, days as it appears in this Residential Lease/Rental Agreement shall mean calendar days. Further, all times and dates set forth in this Residential Lease/Rental Agreement refer to Arkansas Central time and date. The failure of Management to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be waiver of the right thereafter to insist upon full and complete performance of such agreements and conditions. Receipt by Management of rent with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of such breach.

**25. RULES AND REGULATIONS:** This Residential Lease/Rental Agreement may incorporate Rules and Regulations, which are to be provided by Management. Tenant recognizes the purpose of these is the convenience of all Tenants and the preservation and protection of Owner's Property, and Tenant agrees to comply with all rules and policies as now exist or as may be promulgated by Management in the future.



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**26. SPECIAL CONDITIONS:** *Renter to maintain yard (weeds, leaves, grass). Renter to have all carpet professionally cleaned upon termination of lease. Renter acknowledges receiving move in check list \_\_\_\_\_. Renter to return move in check list within 7 days. Renter to change air filters monthly. Renter to tender a \$250.00 pet deposit. This is a non smoking home.*

**27. GOVERNING LAW:** This Residential Lease/Rental Agreement shall be governed by the laws of the State of Arkansas.

**28. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Residential Lease/Rental Agreement shall not affect the validity or enforceability of any other provision of this Residential Lease/Rental Agreement, which shall remain in full force and effect

**29. MERGER CLAUSE:** This Residential Lease/Rental Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Residential Lease/Rental Agreement shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

**30. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 30) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

*If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials or access the State of Arkansas registered sexual offender website at <http://www.acic.org> regarding such information.*

*If the presence of mold is of concern to Tenant, Tenant understands that Tenant should hire a qualified mold inspector prior to signing this Residential Lease/Rental Agreement.*

*Tenant is urged to (i) conduct testing for possible existence of chemical or drug substances in, on or about the Property, as desired by Tenant, and (ii) to visit with applicable law enforcement authorities about possible prior illegal activity on or about the Property.*

## **31. LEAD-BASED PAINT RISK ASSESSMENT / INSPECTION:**

- ☐ A. Tenant understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☐ B. Tenant has been informed that the Property, including without limitation, garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Tenant has received and acknowledged receipt of the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards," which is attached to this Residential Lease/Rental Agreement, including any pertinent records or reports available.

**32. INCORPORATION OF LAW:** Except for any provision which is contractually excluded, Owner and Tenant agree that all provisions of Acts 535 and 1004 of 2007 are incorporated herein.



# Residential Lease/ Rental Agreement



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**33. COUNTERPARTS:** This Residential Lease/Rental Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together constitute one in the same.

**34. LICENSEE DISCLOSURE:** Check all that apply:

☒ **A.** Not Applicable.

☐ **B.** One or more parties to this Lease Agreement acting as a ☐ Lessee ☐ Lessor hold a valid Arkansas Real Estate License.

☐ **C.** One or more owners of any entity acting as ☐ Lessee ☐ Lessor hold a valid Arkansas Real Estate License.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM. THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2014.

FORM SERIAL NUMBER: **013061-600139-4457794**

The above Residential Lease/Rental Agreement is executed on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

**RE/MAX of Hot Springs Village**  
Management as Authorized Agent of Owner

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

Printed Name: \_\_\_\_\_

**Tenant**

**Renter**

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

Printed Name: \_\_\_\_\_

**Management/Agent Supervising Broker**

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

Printed Name: \_\_\_\_\_

**Tenant**

**Renter**

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

Printed Name: \_\_\_\_\_

**Sherry Spann**  
**Management/Agent**

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

Printed Name: \_\_\_\_\_

**Tenant**



# General Buyer / Lessee Disclaimer

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Refers to Real Estate Contract / Rental-Lease Agreement  
Serial Number \_\_\_\_\_

Property Address:

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## Presence of Mold in a Property

Mold, mildew, spores and other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property.

## Existence of Chemical or Drug Substances in a Property

Buyer/Lessee is strongly urged, as part of any pre-closing investigation desired by Buyer/Lessee concerning the Property to: (i) conduct testing for possible existence of chemical(s) to manufacture illegal drugs or illegal drug substances in, on or about the Property, as desired by Buyer/Lessee, and (ii) to visit with applicable law enforcement authorities about possible prior illegal activity on or about the Property.

## Presence of a Convicted Sexual Offender in the Neighborhood

If the presence of a registered sex offender is a matter of concern to Buyer/Lessee, Buyer/Lessee understands that Buyer/Lessee must contact local law enforcement officials or access the State of Arkansas registered sexual offender website at <http://www.acic.org> regarding such information.

## Flood or Flood Prone

If the location of the Property being in a Flood or Flood Prone area is of concern to the Buyer, Buyer may access FEMA (Federal Emergency Management Authority) at [www.msc.fema.gov](http://www.msc.fema.gov) regarding such information.

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

Real estate agents cannot suggest, refer, recommend, or infer that you should or should not use an inspector for Mold, Chemical and Drug Substances. Should you desire an inspection by a qualified inspector, you should contact an inspector who has been authorized and/or certified to capture samples for laboratory testing. No warranty, representation or recommendation can be made by real estate agent(s) concerning any inspector. The Buyer(s)/Lessee(s) signing this disclaimer is/are **STRONGLY URGED** to independently determine the competency of any inspector to be used in connection with the purchase, sale or rental of real estate. By signing this form in the space below, it is acknowledged that the disclaimer listed above has been read and understood, the real estate agent(s) has/have fully complied with the policy outlined herein and I/we understand our responsibility to independently choose and determine the competency of an inspector.

\_\_\_\_\_  
Buyer / Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer / Lessee

\_\_\_\_\_  
Date



# Lead-Based Paint Disclosure (Rental)

Page 1 of 2



## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE FOR TARGET HOUSING RENTALS AND LEASES LEAD WARNING STATEMENT

Address of Property \_\_\_\_\_

*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.*

### Lessor's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- \_\_\_\_\_ (b) Records and reports available to the Lessor (check one below):

- ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Agent's Acknowledgement (initial)

\_\_\_\_\_ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

\_\_\_\_\_  
Lessor

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Agent

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

(Page 1 of 2)



# Lead-Based Paint Disclosure (Rental)

Page 2 of 2



Address of Property \_\_\_\_\_

## Lessee's Acknowledgement (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above (on Page 1).

\_\_\_\_\_ (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

_____ Lessee	_____/_____/_____ Date
_____ Lessee	_____/_____/_____ Date
_____ Lessee Agent	_____/_____/_____ Date

## Certification of Accuracy

All parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

(THIS SPACE LEFT INTENTIONALLY BLANK)





# VACATING INSPECTION GUIDE

Rent will continue to be payable until **ALL** of the following items have been completed. Attached to this guide is a copy of your Move-In Checklist. Please mark the entire **Move Out** boxes and return to our office with the receipts for professional carpet cleaning. Once we have received the form, we will inspect the property within **3** business days.

You are required to return the keys and garage door openers that you were provided at the start of the tenancy and any copies of the keys you have had cut and your forwarding address.

*Attention to thorough cleaning of the following items, if applicable, will assist you in obtaining your security deposit refund.*

**LIGHT BULBS** – Make sure ALL are working

**AIR FILTER** – New clean filters in ALL air returns.

**STOVE** – Elements, oven, racks, griller, drip trays, exhaust fan, range hood & filters

**REFRIGERATOR** – Remove and discard all food, shut of ice maker, clean exterior and interior

**OTHER** - Cupboard tops, cupboards-inside & out, sinks, tile back splash, counter tops, drawers, dishwasher

**WINDOWS** – Tracks, screens and window sills. Curtains must be washed and if necessary, blinds etc.

**DOORS/WALLS** – Marks/mold/dirt or cobwebs to be removed

**CLOSETS & CABINETS** – Internally & externally cleaned and all items removed

**LIGHT FIXTURES & CEILING FANS** – Inside/Outside fixtures and blades to be free of dust/dirt/marks

**FLOOR COVERINGS** – Carpets to be professionally cleaned, and if pet present, carpets to also be professionally deodorized and treated for fleas. A copy of the receipt is to be provided to RE/MAX. Other floor coverings are to be cleaned and mopped

**BATHROOMS** – Clean all items including shower, toilet, bath, tiles, mirror and shower curtain or door. Please pay particular attention to grout, remove all soap scum and mildew.

**BALCONY/PATIO/DECKS** – To be swept and cleaned

**DRIVEWAYS/CARPORTS/GARAGES OR CONCRETED AREAS** – Please ensure these areas are free of great and stains and have been swept

**YARDS** – Lawns mowed, gardens weeded, weeds and grass removed from rock areas

**Please ensure any broken or damaged items are replaced or repaired by a professional to our satisfaction.**

**RE/MAX® of Hot Springs Village**

**RENTAL DEPARTMENT**

**1400 Desoto Blvd. Office: (501) 922-3777 (800) 364-9007 Fax: (501) 922-4066**

**Hot Springs Village, AR 71909**



# Rental Property Move-In Checklist

Property Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tenant: \_\_\_\_\_

Move In Date: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Move Out Date: \_\_\_\_\_ Inspected by: \_\_\_\_\_

	Move In		Move Out			Move In		Move Out	
	OK	NOT	OK	NOT		OK	NOT	OK	NOT
<b>Heat / Plumbing</b>					<b>Kitchen</b>				
Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls-Ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air Cond.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outlets/Switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SAFETY</b>					Windows/Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Door Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Screens/Shades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Over/Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXTERIOR</b>					Fan/Light/Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage/Car Port	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool/Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Counter Tops	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cabinets/Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ENTRY/LIVING/DINING AREAS</b>					<b>BATHROOMS</b>				
Walls/Ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls/Ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Front Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/Switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outlets/Switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows/Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows/Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mirror/Towel Racks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shelves/Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace/Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet/Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Move-In		Move-Out			Move-In		Move-Out	
	Ok	Not	Ok	Not		Ok	Not	Ok	Not
<b>BEDROOMS</b>					<b>Bedroom 2</b>				
Master Bedroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Windows/Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Screens/Shades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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