

**PROPERTY MANAGEMENT AGREEMENT**

This **PROPERTY MANAGEMENT AGREEMENT** (hereinafter "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter "Owner") and **ROCKSTAR PROPERTY MANAGEMENT LLC** (hereinafter "Agent").

**RECITALS**

**WHEREAS**, Owner is the record owner of a certain parcel of real estate, with improvement, known for postal purposes as \_\_\_\_\_ (hereinafter the "Premises");

**WHEREAS**, Owner desires to engage and Agent desires to be engaged for the limited purpose of securing a tenant for the Premises and managing the Premises under the terms and conditions more fully described below;

**WHEREFORE**, Owner and Agent enter into this Agreement upon the following terms and conditions:

**TERMS AND CONDITIONS**

**ARTICLE I**

*Terms of Agency Relationship*

Agency Relationship Established.

The Owner employs the Agent exclusively to lease and manage the Premises on the terms and conditions more fully described in this Agreement. It is understood that this is an exclusive agency agreement. The Owner agrees that, provided this Agreement remains in effect, Owner shall not employ any other agency for the purposes of managing the Premises.

Term of Agency; Cancellation of Agency.

The term of the Agency shall begin on \_\_\_\_\_ and continue thereafter until either party shall notify the other in writing that it elects to terminate the Agreement. In such case, this Agreement shall be terminated sixty (60) days after receipt of such notification, subject to terms agreeable to both parties based upon the lease in effect at time of termination. Any unpaid fees owed to the Agent under this Agreement will be paid to Agent by Owner. All fees paid to the agent previous to the date of cancellation are considered earned and non-refundable.

Payment of Monthly Rents.

All monthly rental income collected by the Agent and/or security deposits are made payable to Agent. Payments will be made in the form of either a cashier's check or money order or wired funds.

**ARTICLE II**

*Compensation*

2.1 Compensation.

As compensation for management services, Owner shall pay to Agent for each lease an amount equal to the first full month's rent under the lease plus fifteen percent (15%) of the remaining monthly rents due under the lease, with a minimum monthly fee of fifty dollars (\$50.00) per month. In the event a tenant

vacates a premises and the tenant begins a new lease term in a different property of the Owner, the Owner agrees to pay to Agent for the new lease an amount equal to the first full month's rent plus fifteen percent (15%) of the remaining monthly rents due under the lease, with a minimum monthly fee of fifty dollars (\$50.00) per month. If a lease is extended by a current tenant and the tenant remains in the same property of the Owner, the Owner agrees to pay to the Agent a sum equal to fifteen percent (15%) of the monthly rents due under the lease, with a minimum monthly fee of fifty dollars (\$50.00) per month. The fees and any due bills shall be deducted from the Owner's monthly rent income. Agent is a full service property management service. Therefore, it is understood that all fees and commissions are fully earned by Agent upon payment and shall not be split with any other brokerage.

2.2 Setup Fee.

At the time this Agreement is executed, the Owner agrees to pay to Agent the sum of one hundred dollars (\$100.00) as a non-refundable setup fee. This setup fee shall be inclusive of advertising expenses to the Agent.

**ARTICLE III**

*Agent's Authority, Powers, and Duties*

Agent's Authority, Duties, and Powers.

The Owner gives to Agent, and the Agent accepts the following authority, duties, and powers, all or any of which may be exercised in the name of the Owner by any employee or member of Agent:

To advertise the Premises and display signs advertising the availability of the Premises (the form of which shall be at the sole discretion of the Agent) unless prohibited by local ordinances; to negotiate, prepare and execute new leases and to renew and/or cancel existing leases; to collect funds from tenants in accordance with the Lease; to sign and serve notices as are deemed needful to terminate tenancies; to institute actions and/or prosecute to evict tenants and recover possession of the Premises; to sue for and attempt to recover rent and/or damages; and when expedient, to settle, compromise and release such actions or suits or reinstate such tenancies. **It is expressly understood, however, that all expenses incurred as a result of fulfilling the foregoing powers are the sole responsibility of the Owner.**

To make, or cause to be made, at Owner's expense, an repairs and replacements necessary for the up-keep and protection of the Premises and for the operating efficiency in accordance with all applicable codes of the State of West Virginia; to order at Owner's expense, when required, utilities and/or other services and owner will pay any subsequent charges for any of the above from Owner's personal account. Except for emergencies, the expenditures for any of the above shall not exceed \$300.00 without prior authorization from Owner. All repairs, utilities, etc to be paid will be determined by Owner/Agent. Agent will not pay any expenses from Agent's or agency broker account. All Owner's expenses will be paid from the "Owner's Account." Agent is responsible for collecting rental income, late fees by cashier checks or money order or wired funds. Any unpaid bills received by Agent will be paid from the Owner's Account.

Agent agrees to rent and manage the Premises under the terms specified in paragraph 3.1a above and to accept the powers and authority given by Owner in paragraph 3.1b of this Agreement, providing the Owner concurs that Agent will advertise, display signs, enter into multiple list service, and use its best efforts to procure tenants in compliance with the laws of the State of West Virginia for vacancies as they occurs in the Premises. It is expressly understood, however, that Agent is not liable or responsible for loss of income by Owner due to extended vacancies.

Agent will negotiate and execute leases at a monthly rent of \$\_\_\_\_\_ or such other amount which in the Agent's best judgment will provide a fair competitive market rent. The monthly rent, however, shall be no less than \$\_\_\_\_\_ without prior authorization from the Owner.

Agent will collect from the tenant prior to occupancy of the Premises rent due in advance, pro-rated from the date of occupancy, plus a security deposit equivalent to at least one month's rent or an increased amount as deemed necessary by Agent or Owner. Said security deposit is the property of the tenant, and justification of any deductions taken from the security deposit due to cleaning, replacement of damages, etc. must be provided to the tenant in writing.

Within thirty (30) days from the date the tenant moves off the property and a final inspection has been by Agent, Agent shall provide a written notice to the tenant describing deductions on damages or credits on the security deposit as governed by the lease agreement with a check made payable to the tenant.

Agent will collect all rents payable to Agent when due in accordance with the terms of the lease in effect and keep accurate records of receipts.

Agent may at its discretion collect from the tenants a credit report fee. This fee charged is business related and will not be credited to Owner's account.

Agent will make an initial inspection and condition report of the Premises when vacated by Owner or immediately prior to occupancy of the Premises by a tenant. Subsequent inspections will be made and condition reports prepared when vacancies occur or when deemed necessary by Agent.

Agent will, when vacancies occur, take reasonable precautions to safeguard the Premises and maintain such in suitable condition for rental purposes. These precautions include but are not limited to the continuance of utility services, winterizing plumbing in vacant properties, lawn care, trimming of shrubs professional cleaning and trash removal. Owner must put in writing all their instructions and given to the Management Co. any costs incurred as a result of above shall be Owner's expense.

Agent will make or cause to be made at Owner's expense, within the limitation of Paragraph 3.1b of this Agreement, any repairs and replacements necessary for the upkeep and protection of the Premises and for the operating efficiency thereof, including all appliances left with the Premises as specified on the Rental Management Information Sheet which is considered part of this Agreement. Agent will not make any structural changes or any other major alterations or additions to Premises. A separate written agreement must be presented for extensions of services.

Agent will provide Owner with copies of all paid bills. All unpaid bills associated with the managed property that the Owner does not pay, with notification to the Owner will automatically pay the amount from the rental income.

It is mutually agreed that this Agreement must have attached to it a completed Property Information form including Owner Information form which shall be provided by Agent. The Owner will provide Agent with all current warranties on installed equipment, all current contracts for maintenance and/or repair services and the names and phone numbers of any tradesmen Owner wished Agent to utilize as needed.

### 3.2 Limitations on Advancements by Agent.

- a. Nothing herein contained shall obligate Agent to advance its own funds on behalf of the Owner.
- b. It is fully understood that Agent is merely an agent to Owner. Unless Agent breaches a specific duty to the Owner in bad faith, intentionally, or with grossly negligence, then the Agent cannot be held liable to Owner for any damages of the Owner arising out of or any way related to this Agreement. Furthermore, it is fully understood that the Agent cannot be held vicariously liable for any damages suffered by the Owner that were caused by a third-party, including but not limited to, those damages caused by a tenant of the Owner or contractor hired by Agent on behalf of Owner, regardless if the Agent was responsible for obtaining the tenant or contractor on behalf of the Owner.

**ARTICLE IV**  
*Owner's Rights and Duties*

4.1 Owner's Duties and Rights.

Owner agrees to provide Agent with a copy of fire insurance policies in force and to make arrangements with Owner's insurance company to provide for adequate theft and/or vandalism coverage in the event of vacancies in the Premises in excess of thirty (30) days; and if Owner deems necessary, to provide coverage for water damage.

Owner agrees to indemnify, defend, and hold harmless the Agent to the fullest extent provided by law from all suits in connection with the Premises and from liability for damage to property and injuries to or death of any person whomsoever, whatever the cause may be. Owner further agrees to carry at Owner's expense an "Owner Landlord Tenant (OLT)" liability insurance policy and to furnish Agent certification evidencing the existence of such insurance. The Owner shall provide such insurance and furnish such certificate within fifteen (15) days from the date of this Agreement. If Owner does not provide insurance coverage as stated, Owner must sign a statement that the owner waives insurance coverage and acknowledges that Owner will be responsible for payments of damages to property, personal property and Owner's Liability.

Owner agrees to pay all expenses incurred by the Agent, including without limitation, attorney fees for counsel employed to represent the Agent or Owner, or both, of any constitutional provision, statute, ordinance, regulation of any governmental body (unless Agent is finally adjudicated to have personally and not in representative capacity violated such constitutional provision, statute, ordinance, law or regulation) but nothing herein contained shall require the Agent to employ counsel to represent the Owner in any such proceeding or suit. Owner will pay magistrate court fees and additional mailing cost above regular mailing service.

Owner agrees that Agent shall not be held liable in the event of bankruptcy or failure of the depository bank or building or loan association where the monies due the Owner are held. Agent shall be held harmless by owner in the event of a foreclosure on this property.

**ARTICLE V**  
*Miscellaneous*

Security Deposits.

Security Deposits are to be placed in a non-interest bearing account in Broker's personal trust, this is disclosed to all tenants. Refunds are to be paid to tenants within thirty (30) days from date of tenants move from premises or written thirty (30) day notice. The Owner acknowledges that the security deposits are property of the lease agreement until the time that the tenant is notified in writing.

5.2 Entire Agreement

All parties to this Agreement warrant and represent that no promise or inducement has been made except as set forth in this Agreement, and that this Agreement is executed without reliance upon any statement or representation by those released or any of their representatives or attorneys.

5.3 No Waiver

The waiver by the Company or by a Member of a breach of any provision of this Agreement or of application of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or application of such provision of this Agreement.

5.4 Pronouns

Any term used in the singular or plural, or masculine or feminine or neuter, shall be singular or plural,

and masculine, feminine, or neuter, as a proper reading of this Agreement may require

5.5 Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of West Virginia.

5.6 Severability

All terms and provisions of this Agreement are severable. Therefore, if any term or provision of this Agreement is found to be illegal, null and void, or unenforceable, all remaining terms and provisions of this Agreement shall remain in full force and effect. If a court of law finds a term illegal, null and void, or unenforceable, said court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

5.7 Counterparts

This Agreement shall be signed in three (3) counterparts, and each counterpart shall be considered an original document.

5.8 Notices

Any and all notices, elections, consents or demands permitted or required to be made under this Agreement shall be made in writing signed by the Member giving such notice, election, consent or demand, and shall be delivered personally or sent by registered or certified mail to the Company or other Members at the address or addresses set forth in the Company's records, or to such other address as may be supplied by written notice given in conformity with the terms of this Section 6.7.

5.9 Gender or Number

As used herein, unless the context clearly indicates to the contrary, a singular pronoun shall include the plural, the plural the singular, and the use of any pronoun of any gender shall be applicable to all genders.

5.10 Headings

The headings used in this Agreement are used solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

5.11 Additional services, changes agreed upon by the Owner and Agent:

- a.  
\_\_\_\_\_  
\_\_\_\_\_
- b.  
\_\_\_\_\_  
\_\_\_\_\_
- c.  
\_\_\_\_\_  
\_\_\_\_\_
- d.  
\_\_\_\_\_  
\_\_\_\_\_

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE ENTIRE AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THE SAME WITH MY ATTORNEY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**OWNER:**

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**AGENT:  
ROCKSTAR PROPERTY MANAGEMENT LLC**

\_\_\_\_\_  
By: Diana Eversole, Property Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Paul Napoli, Broker

Dated: \_\_\_\_\_

**Disclaimer Addendum to Property Management Agreement**

It is fully understood that, if at any point during this term of the Property Management Agreement between Owner and Agent shall the Agent provide to Owner or the tenant of Owner with a reference/referral for any services to be provided to them or either of them, Agent is merely passing along information and is not endorsing any of those service providers or contractors. Additionally, Agent will not supervise the activity of the party referred to the Owner or the tenant of the Owner or be held accountable for any of their activity.

It is further understood by all parties that if at any point during this transactions shall Agent order, on behalf of Owner or the tenant of Owner any testing, task, plumbing or electrical contracting, or any activity required by the provisions of this transaction, subsequent payment of such shall not be the responsibility of the Agent, unless otherwise provided in writing, by the terms of this transaction.

This addendum shall not alter, modify, or change in any other respect of the Property Management Agreement between Owner and Agent and except as modified herein, all of the terms and provisions of the Property Management Agreement between Owner and Agent and expressly ratified and confirmed and shall remain in full force and effect.

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

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

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

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

**Date:** \_\_\_\_\_ **Agent Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_ **Broker Signature:** \_\_\_\_\_

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



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 Martinsburg, WV 25401  
 Office: 304.820.9700  
 Fax: 866.646.1452  
 www.rentwvhomes.com  
 andreasherma@rentwvhomes.com

**Disclosure of Information on Lead Based Paint & Lead Based Paint Hazards**

For the Lease of Property at: \_\_\_\_\_

I. Owner represents and warrants to Rockstar Property Management, intending that such be relied upon regarding the above property, that each Owner initial ONE of the following and state year constructed.

- Year Constructed \_\_\_\_\_
- \_\_\_\_\_ Property (all portions) was constructed after January 1, 1978. (If initialed, complete IV & V only)  
 \_\_\_\_\_ Property (all portions) was constructed before January 1, 1978. (If initialed, complete all sections)  
 \_\_\_\_\_ Owner is unable to represent and warrant the age of the property. (If initialed, complete all sections)

Seller agrees to comply with requirements of the federal residential lead-based paint hazard reduction act of 1992.

**Lead Warning Statement**

Every Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Owner of any interest in residential real property is required to provide the Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify the Tenants of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing.

**II. Lessor's Disclosure**

(a) Presence of lead based paint and/or lead based paint hazards (Initial 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 (Initial 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.

**III. Lessee's Acknowledgment (Initial):**

- \_\_\_\_\_ Lessee has received copies of all information listed below.  
 \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**IV. Agent's Acknowledgment (Initial):**

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

**V. Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor Signature	_____ Date	_____ Lessor Signature	_____ Date
_____ Lessee Signature	_____ Date	_____ Lessee Signature	_____ Date
_____ Agent Signature	_____ Date	_____ Agent Signature	_____ Date



# NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- \* Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- \* A duty of honest and fair dealing and good faith.
- \* Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- \* Must promptly present all written offers to the owner.
- \* Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) \_\_\_\_\_, affiliated with

(firm name) \_\_\_\_\_, is acting as agent of:

- \_\_\_\_\_ The Seller, as listing agent or subagent.      \_\_\_\_\_ The Buyer, as the buyer's agent.  
\_\_\_\_\_ Both the Seller and Buyer, with the full knowledge and consent of both parties.

## CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

WV Real Estate Commission  
300 Capitol Street, Suite 400  
Charleston, WV 25301  
304.558.3555  
<[www.wvrec.org](http://www.wvrec.org)>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.



## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
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<b>Employer identification number</b>								
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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# ROCKSTAR

PROPERTY MANAGEMENT

815 W. King Street, Suite 2  
Martinsburg, WV 25401  
Office: 304.820.9700  
Fax: 866.646.1452  
www.rentwvhomes.com  
andreasherman@rentwvhomes.com

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## Property Information

Property Address: \_\_\_\_\_  
Type of Dwelling: \_\_\_\_\_  
Square Footage: \_\_\_\_\_ Age/Year Built: \_\_\_\_\_  
Heat Source: \_\_\_\_\_ A/C Source: \_\_\_\_\_  
Water/Sewer Source: \_\_\_\_\_  
Electric Company: \_\_\_\_\_ Acct# \_\_\_\_\_  
Gas Company: \_\_\_\_\_ Acct# \_\_\_\_\_  
Cable Company: \_\_\_\_\_ Acct# \_\_\_\_\_  
Trash Company: \_\_\_\_\_ Acct# \_\_\_\_\_  
Property Taxes: \$ \_\_\_\_\_ Acct# \_\_\_\_\_

Appliances Included in Unit:

\_\_\_\_\_

\_\_\_\_\_

# of Bedrooms: \_\_\_\_\_ #of Baths: \_\_\_\_\_ #of Half Baths: \_\_\_\_\_ Utility Room: \_\_\_\_\_  
Living Room: \_\_\_\_\_ Den: \_\_\_\_\_ Family Room: \_\_\_\_\_  
Other: \_\_\_\_\_  
Basement: YES \_\_\_\_\_ NO \_\_\_\_\_. If yes, type \_\_\_\_\_  
Attic: YES \_\_\_\_\_ NO \_\_\_\_\_. If yes, type \_\_\_\_\_  
Parking/Garage: \_\_\_\_\_

Please provide a list of contractors you want Rockstar Property Management to contact for repair services:

Plumber: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Electrician: \_\_\_\_\_ Phone #: \_\_\_\_\_  
HVAC: \_\_\_\_\_ Phone #: \_\_\_\_\_  
General Repairs: \_\_\_\_\_ Phone #: \_\_\_\_\_

All contractors must be licensed in the State of WV and under local government jurisdiction.

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

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

Property Manager: \_\_\_\_\_ Date: \_\_\_\_\_

# ROCKSTAR PROPERTY MANAGEMENT

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Fax: 866.646.1452  
www.rentwvhomes.com  
andreasherman@rentwvhomes.com

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## Owner Information

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

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

Owner Phone Number: \_\_\_\_\_

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

Rental Property Location: \_\_\_\_\_  
(More space needed, attach a separate sheet)

Is this property in a foreclosure or short sale status? YES \_\_\_ NO \_\_\_  
Are you in a mortgage late pay status? YES \_\_\_ NO \_\_\_ If yes, how many months? \_\_\_\_\_

Owner SS# or EIN#: \_\_\_\_\_  
Name & Address of bank for rental income deposits: (Per Owner request only)

Account#: \_\_\_\_\_

Do you want us to pay bills from your rental income? (HOA, taxes, mortgage, utilities, etc.) YES \_\_\_ NO \_\_\_  
(attach a sheet) List bills with name, address to be paid, account #.

It is mandatory that all properties be winterized at the Owner's expense when properties are vacant.

Pets Allowed: YES \_\_\_ NO \_\_\_

Lease Term Preferred: \_\_\_\_\_

It is understood and agreed that Owner pays the 1st full month's rent and 15% of each monthly rent remaining in the lease term. If the same tenant's renew, there will be a continuation of 15% monthly fee. Upon vacancy and placing a new tenant, the Owner agrees to pay a fee of 100% of the 1st full month's rent and 15% monthly fee of each remaining month in the lease term. There will be a \$50.00 minimum monthly fee.

Upon an Owner or Agency cancellation of the property management agreement it is understood and agreed that all commissions/fees paid are earned and non-refundable.

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

Property Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_