

# Tenant Locator Agreement

**OWNER:**

**AGENT:** *King Properties, Inc.*

**LOCATION:**

**START DATE:**

**END DATE:** *When property has been rented and lease is signed.*

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In consideration of the covenants herein contained, (hereinafter called "OWNER"), and King Properties, Inc. (hereinafter called "AGENT"), agree as follows:

1. The OWNER hereby employs the AGENT exclusively to rent the property (hereinafter called the "Premises") known as:

(a)

2. THE AGENT AGREES:

(a) To accept the management of the premises, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of it's organization for the rental of the premises.

(b) To render a one time statement of receipts disbursements and net proceeds (provided AGENT isn't required to make any mortgage, escrow or tax payment on the first day of the following month) to:

**NAME:**

**ADDRESS:**

**CITY:**

(c) AGENT will remit the net proceeds or the balance thereof after making allowance for such payments to the following persons, at the addresses shown:

**ADDRESS:** *The Davis Enterprise*

*315 G Street*

*Davis, CA 95616*

(d) In the case of the disbursements and charges shall be in excess of the receipts, the OWNER agrees to pay such excess promptly, but nothing herein contained shall obligate the AGENT to advance its own funds on behalf of the owner.

**3. THE OWNER AGREES:**

- (a) To give the agent the following authority and powers (all or any of which may be exercised in the name of the OWNER) and agrees to assume all responsibility and expenses in connection therewith:
  - (aa) To advertise the PREMISES or any part thereof, to display signs thereon and to rent the same; to cause references of prospective tenants to be investigated; to sign leases for terms not in excess of one year.
  - (bb) To collect rents, deposits and/or assessments and other items due or to become due and give receipts therefore and to deposit all funds collected hereunder in the AGENT'S custodial account.

**4. THE OWNER FURTHER AGREES:**

- (a) To indemnify, defend and save the AGENT harmless from all suits in connection with the Premises and from damage to property and injuries to or death of any employee or other person whomsoever, and to carry at his own expense public liability insurance.
- (b) To pay all expenses incurred by the AGENT, including, without limitation, attorney's fees for counsel employed to represent the AGENT or the OWNER in any proceeding or suit involving an alleged violation by the AGENT or the OWNER, or both, of any constitutional provision, statute, ordinance, law or regulation of any governmental body pertaining to fair employment, Federal Fair Credit Reporting Act, environmental protection, or fair housing, including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin in the sale, rental or other disposition of housing or any services rendered in connection therewith (unless the AGENT is finally adjudicated to have personally and not in a 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.
- (c) To indemnify, defend and save the AGENT harmless from all claims, investigations and suits with respect to any alleged or actual violation of state or federal labor laws, it being expressly agreed and understood that as between the OWNER and the AGENT, all persons employed in connection with the Premises are employees of the OWNER not the AGENT. The OWNER'S obligation under this paragraph 4(c) shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense and attorneys fees.

**5. THE OWNER AGREES TO PAY THE AGENT:**

- (a) For Tenant Locator Service: *one half of one month's rent* to be deducted from the first rental payment received for the Premises.

**6. IT IS MUTUALLY AGREED THAT:**

- (a) The OWNER expressly withholds from the AGENT any power or authority to make any structural changes in any building or to make any major alterations or additions in any such building or equipment therein, or to incur any expense chargeable to the OWNER other than the expenses related to exercising the express powers above vested in the AGENT without the prior written direction of the OWNER. This does not include such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation of the safety of the Premises or the safety of the tenants and occupants thereof or are required to avoid the suspension of any necessary service to the Premises.
- (b) The AGENT does not assume and is given no responsibility for compliance of any building on the premises or any equipment therein with the requirements of any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the OWNER promptly or forward to the OWNER promptly any complaints, warnings, notices or summonses received by it relating to such matters. The OWNER represents that to the best of his knowledge the Premises and such equipment comply with all such regulations and authorizes the AGENT to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold harmless the AGENT, its representatives, servants and employees, of any and all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation of such laws, ordinances, statutes or regulations.
- (c) In the event it is alleged or charged that any building on the PREMISES or any equipment therein or any act or failure to act by the OWNER with respect to the PREMISES or the sale, rental or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereover, and the AGENT, in its sole and absolute discretion, considers that the action or position of the OWNER or registered managing agent with respect thereto may result in damage or liability to the AGENT, the AGENT shall have the right to cancel this Agreement at any time by written notice to the OWNER of its election to do so, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive the AGENTS one time statement at the address designated for such person as provided in Paragraph 2(b) above, and if served by mail shall be deemed to have been served when deposited in the mails. Such cancellation shall not release the indemnities of the OWNER set forth in Paragraphs 4 and 6(b) above and shall not terminate any liability or obligation of the OWNER to the AGENT for any payment, reimbursement or other sum of money then due and payable to the AGENT hereunder.

**This Agreement shall be binding upon the successors and assigns of the AGENT and their heirs, administrators, executors, successors and assigns of the OWNER.**

**IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this:**

(a)

**OWNER:**

Signature \_\_\_\_\_ SS# \_\_\_\_\_

**AGENT:**

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