

SUNDIAL REAL ESTATE

263 W. 3rd Place, Mesa, AZ 85201 480-966-2170 office, 480-969-4006 fax

Addendum to Property Management Contract

Items pertaining to: For Sale, Short Sale, Foreclosure Sale, Loan Modifications

(A) Sale or Transfer of Property:

In the event Owner decides to sell, exchange or transfer the Property, Owner shall notify Sundial Broker immediately. Owner shall notify Broker and tenant within ten (10) days after receipt of notice of any trustee's sale or judicial foreclosure related to the Property, or otherwise prescribed by law. If there is a failure by Owner to inform Sundial Broker of transfer of rights in property, Owner may be held responsible for costs incurred after date of termination of ownership.

- 1. Owner shall provide Sundial Broker contact information for Listing agent.
- 2. Owner shall provide, or Sundial will provide at owner's request, a copy of this addendum to Listing agent.
- 3. During process of Escrow, Owner shall keep Sundial informed close of escrow date, and Buyers or Buyers agent contact information.
- 4. Owners Agent or Owner shall provide copy of listing agreement for Brokers file. No documents or financial information will be released to Agents without written permission i.e. listing agreement.

(B) Responsibility to Tenant:

Owner shall fulfill all Owners' obligations to tenant pursuant to the lease/rental agreement and as required by law.

(C) Notices:

Per the Arizona Residential Landlord & Tenant Act Section 33-1343 D Access: "...the landlord shall give the tenant at least two days' notice of the landlord's intent to enter and enter only at reasonable times." Sundial will provide the Listing agent with a blank "48 hour notice form" which needs to posted on doors, certified mail, and regular mail to Resident prior to inspections OR Listing Agent may complete the Tenant Authorization/Terms to Enter forms with the resident and provide a copy to Sundial for Resident file.

- Owner acknowledges that a lockbox placed by Listing Agent will permit access to the Property by other brokers, with or without potential buyers. Owner acknowledges that, from time to time, unauthorized persons may have gained access to properties using lockbox, and Sundial is not insuring or responsible for insuring Owner or any occupant against theft, loss, or vandalism resulting from any access.
- 2. Owner and Owners listing agent are aware that Tenants have rights, and their rights may be violated if proper notifications are not followed.
- 3. Sundial Broker will provide tenant contact information to Listing Agent upon request.

(D) Inspections/Appointments:

Owner and Sundial have an Exclusive Agency Agreement to rent the property (Property Management Agreement); Owner and Listing agent have an Exclusive Agency Agreement to Sell the property (Listing Contract). Owner has appointed Sundial to perform exclusively renting and management operations for the development only; Owner and Sundial have the option to enter into a Listing Contract together.

<u>ALL</u> inspections: BPO's, termite, maintenance & repairs, appraisals, home inspectors, contractors, buyer walk-thru's, etc., pertaining or related to the sale, transfer, foreclosure, modification must be conducted and attended by the Listing Agent. Owner and Owners agent understand that the Owner's Listing Agent is receiving compensation through the sale of the property, for providing services during the sale & due diligence period. Owner and Owners agent are aware that Sundial usually has business hours from 8 to 5, Monday thru Friday.

- Sundial will provide keys to occupied/vacant units to Agent upon written request.
- 2. Keys may also be checked out/in with on-site management during business hours.
- 3. Sundial on-site staff may assist in entering units upon request during on-site business hours; but, Sundial staff is not obligated to attend/supervise inspections conducted by the Listing agent or parties related to the sale of the property.
- 4. All arrangements to conduct inspections on occupied units should be done with time allotment for 48 hour notices to be served.

(E) Rents/Security Deposits:

Owner and Owner's agent is aware that Sundial will not transfer security deposits, rents, rental pro-rations, or repair monies to new Owners. All credits and debits between Seller and Buyer must be handled thru Title Agency or arrangements made with Listing/Buying Agents directly.

(F) Repairs/Maintenance

Sundial will not charge, pre-pay, or schedule items to be repaired for a sale if the Owner does not have the funds in Sundial's Trust Account to cover expenses PRIOR to work. Owner and Owner's listing agent are aware that on-site staff sometimes does not have exclusive time to dedicate large amounts of labor to one property and other arrangements by the Owners and Listing Agents may need to be made in order to complete items of repair in specified timeframes.

Owner of Property Designated Broker	Date	_
	Date	