

Unicorn Management/Access Properties  
P.O. Box 8195  
South Bend, IN 46660

Phone: 574-232-1271  
Fax: 574-233-8322  
E-Mail:

Thank you for inquiring into the services offered by Unicorn Management/Access Properties. Unicorn Management Company was established in 1985 as a full service real estate management company. At Unicorn Management/Access Properties, we manage each home as if it is our own.

Our management contracts are on a month-to-month basis. With available funds from your account with us, we can provide maintenance, pay utilities, mortgage, insurance, and property taxes. We will send a monthly statement with all income and expenses itemized along with an income check. These statements are mailed by the 15<sup>th</sup> of the following month. At the end of the year, we provide a year end statement and a 1099 to give to your tax preparer.

We strive to place only reliable, responsible tenants in the homes we manage. Our goal is to lease your home as quickly as possible. Unicorn Management/Access Properties complies with all laws prohibiting discrimination including Title VIII. To lease your property, we advertise and follow up with showings to the interested parties. All prospective tenants are required to fill out an application. For proper applicant screenings we run a credit check, verify employment, call past and present landlords, call small claims for possible eviction history, and if possible, do an in-home inspection of their current home. Our leasing fee is fifty percent of the first full month's rent.

At lease signing, we collect the first full month's rent and security deposit. Our management fee is ten percent (10%) of the monthly collected rent. Rent is due the 1<sup>st</sup> of each month, and, if necessary late notices and/or "Three Day Notice To Quit" are sent to delinquent tenants. Evictions are done in-house unless there is a complication that we feel an attorney is required. If an attorney is required, our corporate attorney or the owner's attorney would be retained by us on behalf of the owner. In the vast majority of cases however, an attorney is not needed.

We do a move-in and a move-out inspection. Once a tenant vacates the property, we compare the two reports to see if any damages incurred during their occupancy. We finalize their account by returning their security deposit or by sending them an itemized statement of charges. If a balance remains after their security deposit was applied, and they have not made a payment or an arrangement for payment has not been made, their account will be turned into the South Bend Credit Bureau and the balance due will be reflected on their credit report.

Again, thank you for inquiring into our services. If we can be of service, please do not hesitate to call.

Sincerely,  
Unicorn Management/Access Properties

Property Manager

Unicorn Management /Access Properties  
P.O. Box 8195  
South Bend, IN 46660

Phone: 574-232-1271  
Fax: 574-233-8322

Unicorn Management/Access Properties would like to thank you for choosing us to manage your rental properties. Attached, please find all necessary forms. Please fill out and return as promptly as possible so we can begin management.

A brief explanation of each form is as follows:

**Management Agreement** is month to month. Please include your mailing address, social security number, home, cell, work, and fax phone numbers, if you have an e-mail address please include the address.

**W-9** tax form for completing your 1099, (only primary tax payer information).

**Utility letter** gives us permission to transfer/turn-on of utilities during vacant times.

**Insurance letter** provide us with insurance updates for your file and adds us to the liability portion. We have designed this form letter to provide convenience, please mail direct to your insurance agent or a simple call may be all that's necessary.

**Property work** sheet provides all general information on your property.

Again, thank you for choosing Unicorn Management as your management company. If there are any questions, please do not hesitate to call.

Sincerely,

Unicorn Management/Access Properties

Property Manager

**MANAGEMENT AGREEMENT**

IN CONSIDERATION of the covenants herein contained, \_\_\_\_\_, hereinafter designated as Owner, agrees to employ **Unicorn Management/Access Properties**, hereinafter designated as Agent, to rent, to lease, operate and manage the real property situated in the City of \_\_\_\_\_ County of **St. Joseph**, State of **Indiana**, Known as \_\_\_\_\_ for a One (1) month period commencing \_\_\_\_\_, and continuing on a month to month basis thereafter subject to **30** days written notice of intent to terminate by either party, upon the following TERMS AND CONDITIONS:

**AGENT’S AUTHORITIES AND OBLIGATIONS**

Owner hereby confers upon Agent the following authorities and obligations,

- To advertise the availability “for rent” of the premises and to display “For Rent” or “For Lease” signs. To screen and use diligence in the selection of prospective tenants and to abide by all fair housing laws.
- To negotiate and execute leases on behalf of Owner. Lease terms not to exceed One (1) year, unless approved by Owner.
- To collect rents, security deposits, and all other receipts, and to deposit such monies in a trust account with a qualified banking institution.
- To serve notice of termination of tenancies, notices to quit or pay rent, and such other notices as Agent may deem appropriate.
- To employ attorneys for the purpose of enforcing Owner’s rights under leases and rental agreements and instituting legal action on behalf of the Owner.
- To provide all services reasonably necessary for the proper management of the property including inspections, supervision of maintenance, and arranging all such improvements, alterations and repairs as may be required.
- To hire, supervise and discharge all employees and independent contractors required in the operation and maintenance of the property. It is agreed that all such employees are employees of the Owner and not the Agent.
- To contract repairs for alterations at a cost to Owner not to exceed \$\_\_\_\_\_
- To contract for emergency repairs as required and to notify Owner of such emergency as soon as practical per repair.
- In the event the Owner is not available for consultation, to contract for repairs and expenditures as are necessary for the protection of the Property from damage, or to perform services for the tenants as provided for in their leases.
- To execute service contracts for utilities and services for the operation, maintenance, and safety of the property as Agent deems necessary or advisable; or requested by Owner.

To pay from gross receipts all operating expenses and such other expenses as may be authorized by Owner, including:

- \_\_\_\_\_ Mortgage payments
- \_\_\_\_\_ Property Taxes
- \_\_\_\_\_ Insurance Premiums
- \_\_\_\_\_ Other: \_\_\_\_\_

- To maintain accurate records of all monies received and disbursed in connection with the management of the property. Said records shall be open for inspection by the Owner during regular business hours and upon reasonable notice.
- To submit monthly statements of all receipts and disbursements not later than the 15<sup>th</sup> day of the following month.

## OWNER'S OBLIGATIONS

Owner agrees to pay to Agent fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Agent from receipts.

### COMPENSATION FOR MANAGEMENT SERVICES (initial where applicable):

- \_\_\_\_\_ \$ \_\_\_\_\_ per month for each single family residence.
- x   Ten (10)% of gross monthly collections, provided that the minimum compensation is at least \$ 25.00 per month. Included but not limited to, the minimum compensation will be management fee of \$25.00 to each vacant unit.
- \_\_\_\_\_ \$ \_\_\_\_\_ flat fee per unit per month.
- x   Special advertisements are at cost.

### COMPENSATION FOR LEASING:

New leases: One-half (1/2) of one month's rent

Renegotiated leases: Seventy-five (\$75.00) dollars

### COMPENSATION FOR MAINTENANCE AND INSPECTIONS:

Unicorn in house: Date of service current hourly rate.

Outside vendors: Contractor charged labor plus 20%.

Materials: No mark up.

Owner shall indemnify and save the Agent harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages from or connected with the management of the property by Agent, or in the performance or exercise of any of the duties or authorities herein or hereafter granted to Agent.

Owner shall not hold Agent liable for any error of judgment, or for any mistake of fact or law, or for anything which Agent may do or refrain from doing hereafter, except in cases of willful misconduct or gross negligence.

Owner also agrees to carry, at Owner's expense, bodily injury, property damage and personal injury public liability insurance in the amount of not less than \$300,000 combined single limit for bodily injury or property damage. The policy shall be written on a comprehensive general liability form and shall name the Agent as additionally insured.

Owner shall immediately furnish Agent with a certificate of insurance evidencing that the above coverage is in force with a carrier acceptable to Agent. In the event Agent receives notice that said insurance coverage is to be cancelled, Agent shall have the option to immediately cancel this agreement.

Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Agent's duties set forth in this agreement.

Owner shall deposit with Agent **\$200.00** as an initial operating reserve and will cover any excess of expense over income within ten days of any request by Agent. The Agent may terminate this agreement immediately if the request for additional funds is not paid. Owner understands that it is not Agent's obligation to advance its own funds for payment of Owner's operating expenses.

**OTHER TERMS**

All notices required to be given hereunder shall be in writing and mailed to the parties hereto at the address set forth below. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought.

**ADDITIONAL TERMS:**

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Agent accepts the employment under the terms hereof and agrees to use diligence the exercise of the obligations, duties, authorities and powers conferred herein upon Agent.

**Unicorn Management/Access Properties**

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*Agent/Title*

---

*Dated*

---

*Owner (#1)*

---

*Owner (#2)*

---

*Soc. Sec. # (Owner #1)*

---

*Soc. Sec. # (Owner #2)*

---

*Address (Owner #1)*

---

*Address (Owner #2)*

---

*City, State, Zip Code*

---

*City, State, Zip Code*

---

*Home Phone # (Owner #1)*

---

*Home Phone # (Owner #2)*

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*Work Phone # (Owner #1)*

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*Work Phone # (Owner #2)*

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*Cell Phone # (Owner #1)*

---

*Cell Phone # (Owner #2)*

---

*E-mail address (Owner #1)*

---

*E-mail address (Owner #2)*

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Insurance Co.)

\_\_\_\_\_  
(Agent)

\_\_\_\_\_  
(PO Box or Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Re: Insurance-Secured Interested Parties  
And/or Additional Interested Parties

To Whom It May Concern:

Please add Realty Plus Inc., P.O. Box 8195, South Bend, IN 46660 as an interested party. Unicorn Management, a division of Realty Plus Inc., has been contracted to manage the below listed properties:

Property Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Thank You,

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

\_\_\_\_\_  
(Date)



## Property Information Sheet

Property Address: \_\_\_\_\_.

General Directions: \_\_\_\_\_.

Rent Ready: Yes \_\_\_\_\_ No \_\_\_\_\_ Date to be rent ready \_\_\_\_\_.

Rent: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_ Pet Deposit: \$ \_\_\_\_\_.

Apartment: \_\_\_\_\_ House: \_\_\_\_\_ Commercial: \_\_\_\_\_

Lease: Month-to-Month \_\_\_\_\_ Year \_\_\_\_\_ Either \_\_\_\_\_ Other \_\_\_\_\_.

Utilities Included: None \_\_\_\_\_ All \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_ Electric \_\_\_\_\_.

Pets: No \_\_\_\_\_ Yes \_\_\_\_\_.

Bedrooms: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_.

Bathrooms: #1 \_\_\_\_\_ #1½ \_\_\_\_\_ #2 \_\_\_\_\_ #2½ \_\_\_\_\_ #3 \_\_\_\_\_ #3½ \_\_\_\_\_.

Garage: None \_\_\_\_\_ Attached \_\_\_\_\_ Detached \_\_\_\_\_ #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_.

Basement: None \_\_\_\_\_ Michigan \_\_\_\_\_ Crawl \_\_\_\_\_ Unfinish. \_\_\_\_\_ Finish \_\_\_\_\_.

Appliances: Stove \_\_\_\_\_ Elect/Gas Refrig. \_\_\_\_\_ Microwave \_\_\_\_\_  
Washer \_\_\_\_\_ Dryer \_\_\_\_\_ Elect/Gas.

Heating: Gas \_\_\_\_\_ Electric \_\_\_\_\_ Boiler \_\_\_\_\_ Oil \_\_\_\_\_.

Air-conditioning: None \_\_\_\_\_ Central \_\_\_\_\_ Window \_\_\_\_\_.

Section 8: Yes \_\_\_\_\_ No \_\_\_\_\_.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Please print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box:	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> LLC filing as Sole Proprietor <input type="checkbox"/> LLC filing as Corporation <input type="checkbox"/> LLC filing as Partnership
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

## 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. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- For federal tax purposes you are considered a person if you are:
- An individual who is a citizen or resident of the United States,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese