



Private Owner Rental Referral Agreement

Rental Referral Agreement made this _____ day of _____, 2005, by and between **HOUSING HELPERS, INCORPORATED**, a Colorado Corporation, and Housing Helpers of Las Vegas, LLC (hereinafter jointly referred to as "**HOUSING HELPERS**"), and the owner, agent, or sublessor (hereinafter referred to as "**LANDLORD**") of the rental property commonly known as:

**Address _____

By: Owner **Name _____
 Agent
 Sublessor If Sublessor, Landlord's Name/Address/Phone _____

This agreement will be in effect until either party terminates agreement with a written 30-day notice.

LANDLORD Information: Please Print

**Billing Address _____

Work/Cell Phone _____ **Home Phone _____

**Social Security Number _____ **Driver's License Number _____

****Required Information (For Our Billing Purposes)**

- PURPOSE:** The purpose of this rental referral agreement is to engage the efforts of **HOUSING HELPERS** to locate a resident(s) for the above listed rental property. The **LANDLORD** authorizes **HOUSING HELPERS** to refer prospective residents to the **LANDLORD** and/or **LANDLORD'S** property, and to disclose to prospective residents the listing information of which the **LANDLORD** has informed **HOUSING HELPERS**. **LANDLORD** agrees to keep **HOUSING HELPERS** currently and promptly informed if the property is rented or taken off the market. The **LANDLORD** also agrees to provide **HOUSING HELPERS** with the name(s) of the resident(s) who ultimately lease(s) the above listed rental property in the form of a signed lease agreement or other form approved by **HOUSING HELPERS**, or be subject to paying the rental referral fee.
- FEES:** In the event that **HOUSING HELPERS** makes a referral to a person(s) who ultimately lease(s) the above listed rental property from the **LANDLORD** or any other rental unit or apartment building managed or owned by the **LANDLORD**, the **LANDLORD** agrees to pay **HOUSING HELPERS** a referral fee equal to: **SEVENTY FIVE PERCENT (75%) of ONE MONTH'S RENT** for a single family home, townhouse, and/or condominium rental when **HOUSING HELPERS** refers the above listed rental property to a prospective resident(s). Should **LANDLORD** require the subject property to be made available through the Greater Las Vegas MLS, the fee will increase by **TWENTY PERCENT (20%)**. In the event a person who was referred by **HOUSING HELPERS** buys the listed rental property, executes the lease option and or purchases any other rental property from **LANDLORD**, **LANDLORD** agrees to pay **HOUSING HELPERS 2.5%** of the sales price. With lease options and/or rent to own referrals, Housing Helpers will collect a flat referral fee of \$2500.00 for contracting the Lease option. Referral fee on Lease options will be collected at time of lease signing. **FEES for Corporate and or fully furnished rentals** will be based on the individual amount due to each owner. Housing Helpers will bill the lessee above and beyond the amount due to Owner/Lessor and retain any and all amounts that exceed the agreed upon rent with the Owner/Lessor.
- REFERRAL DEFINED:** A referral is defined as anyone who has been in contact with **HOUSING HELPERS** and has been given information regarding the above listed rental property. Information can be given in person, over the phone, by mail, by fax, by email, and/or other means. Customer may also obtain information advertised by **HOUSING HELPERS** about the above listed rental property in the form of lawn signs, print ads, fliers, or other medium, which would constitute a referral. The **LANDLORD agrees not to refer customers from HOUSING HELPERS to other rental properties, rental agents, or real estate agents, or be subject to paying the rental referral fee.**
- RENT DEFINED:** The term "rent" as used in this agreement means the total price for the above listed rental property including any and all charges to the resident included in the periodic monthly rental price of the above listed rental property paid to the **LANDLORD**. This includes, but is not limited to, utilities, furniture, appliances, pets, and garages if included as part of the monthly rental price. This amount shall not be reduced by rent discounts or promotions. The rental referral fee can not be discounted, reduced, offset, or diminished because a prospective resident or residents referred by **HOUSING HELPERS** are hired by the **LANDLORD** and given free rent.

5. **RENTAL TERMS:** This service is free to the prospective resident. The **LANDLORD** agrees not to attempt to collect any portion of the rental referral fee from the resident either directly or indirectly. The rental terms, conditions, and prices, offered to prospective resident(s) referred by **HOUSING HELPERS** must be the same as those offered to the general public. The **LANDLORD** agrees not to disclose the rental referral fee paid to **HOUSING HELPERS** to prospective resident(s). **Any violation of these terms listed in section five (5) will result in the LANDLORD agreeing to pay HOUSING HELPERS the equivalence of one full month's rent.**
6. **COLLECTION:** The rental fee is due and payable to **HOUSING HELPERS** at the time of lease signing and/or upon move in of the rental property by the resident(s). In the event that the fee is not paid when due, the **LANDLORD** agrees to pay a finance charge of eighteen (18) percent per annum on the unpaid balance, and to pay reasonable collection and attorney fees incurred by **HOUSING HELPERS** to collect the fee. In the event of any discrepancy pertaining to the invoiced information that the **LANDLORD** would use as a reason to withhold payment, the **LANDLORD** agrees to return the Invoice with a written summary of the discrepancy within five (5) days of possession of the rental property by the resident(s).
7. **TERMINATION:** This agreement will take effect the day executed and continue in force and effect until terminated or cancelled by either party with written notice. In the event the termination is caused by sale of the property or change of management, the **LANDLORD** will pay all rental referral fees incurred prior to receipt of written notice by **HOUSING HELPERS**. The **LANDLORD** agrees to pay all rental referral fees for renters who were referred by **HOUSING HELPERS** before the cancellation notice was received by **HOUSING HELPERS** and subsequently moved in after the date of the cancellation notice.
8. **HOLD HARMLESS:** It is understood by the parties hereto that this **Rental Referral Agreement is not an exclusive listing**, and that it applies in the event that **HOUSING HELPERS** refers a resident(s) that is accepted by the **LANDLORD**. The **LANDLORD** retains the right to accept or reject prospective residents referred to the **LANDLORD** by **HOUSING HELPERS**. The **LANDLORD** holds **HOUSING HELPERS** harmless for any and all damages arising from the acceptance or rejection of prospective residents referred by **HOUSING HELPERS**.
9. Once the **LANDLORD** has initiated the rental application process and/or accepted a security deposit, **LANDLORD** agrees not to consider additional offers to rent the above listed property until the pending application has been accepted or denied.
10. Any additional instructions/ needs of the **LANDLORD** must be listed here in writing:

11. MARKETING: HOUSING HELPERS CANNOT SUCCESSFULLY MARKET YOUR PROPERTY WITHOUT PROPERLY ADVERTISING AND SHOWING IT. WE REQUIRE KEYS TO THE PROPERTY IN ORDER TO DO SO.

12. **LANDLORD** acknowledges that **ANY** agents of **HOUSING HELPERS** may contact **LANDLORD** directly:

YES _____ NO _____

13. This Rental Referral Agreement insures to benefit the successors and assigns of both parties. This is the entire agreement between **HOUSING HELPERS** and the **LANDLORD**, and any changes must be in writing and signed by both parties.

14. All checks and/or money orders from Housing Helpers to be mailed overnight via FedEx at owner's expense (\$15), or may be picked up at Housing Helpers office.

IN WITNESS WHEREOF, HOUSING HELPERS and the **LANDLORD** have executed this Rental Referral Agreement on the day above written.

APPROVED BY HOUSING HELPERS

APPROVED BY THE LANDLORD

X _____ X _____
 Authorized Agent or Representative of **HOUSING HELPERS** Authorized Agent or Representative of the **LANDLORD**

Please return signed copy to: Housing Helpers,
 999 E. Tropicana Ave., Las Vegas, NV 89119
 Phone (702) 456-7368 Fax (702) 873-2700