



Property Performance Based Advertisement Agreement

This Agreement is made and entered into this _____ day of _____, 200__ by and between **Kansas City Premier Apartments, Inc.**, a Missouri corporation, hereafter (“KCPA”) and _____ (“Client”) who is the owner or authorized acting agent and/or manager of the properties contained therein. The rental agent and/or manager asserts and acknowledges that he or she is authorized to sign on behalf Client and agrees to the following terms with KCPA which are contained herein and binding upon written signature or electronic signature.

(1) **Promotion:** KCPA is authorized to distribute brochures, recite rental prices, and refer prospective residents to the rental properties listed herein and on attached Property listings marked “Exhibit A”. KCPA may advertise prospective properties online, and in other various advertising mediums with the express understanding that all costs, advertising fees and expenses are solely the responsibility of KCPA.

(2) **Concessions and Specials:** Client agrees that any special allowances, promotions or bonuses made to the general public to induce residents to rent units at the Property will also be offered to prospective residents referred by KCPA (e.g., specials, reduced or waived deposits, rent reductions).

(3) **Advertising Fee:** 65% of one month’s rent shall be paid to KCPA for each prospective resident as each resident is accepted by Client and takes residency in said Property and/or Properties listed herein.

- (a) Client agrees that the Advertising Fee stated above will be due and payable according to the Terms of this Performance Based Advertising Agreement.
- (b) If the resident vacates the unit prior to the 6 month occupancy period, KCPA will refund Client an amount equal to 1/6 of the advertising fee paid for each month less than 6 months that the resident does not occupy the unit. Partial months are prorated using a 30-day average month.
- (c) All Refund requests must be submitted within 30 days of move-out. All advertising refund requests must be in writing to KCPA at the address provided on page -2- of this Advertising Agreement and must include proof of lease break (or similar documentation) indicating the vacating residents specifics regarding the length of residency, move-out date and monthly rental rate.
- (d) Client agrees that leases of less than 6 months shall be prorated at 1/6th of the Advertising Fee for each month of the lease term, not to exceed 6 months.

_____ Initial here to indicate acceptance of the above Terms & Conditions

(4) **Payment:** Invoicing from KCPA for all Advertising Fees shall be due in full within 30 days of move-in. Invoices are considered past due after 45 days. Services may be discontinued for any Property that has invoices more than 60 days past due. Any invoice more than sixty days past due will be subject to collection procedures. Client agrees to pay all costs of collection including reasonable attorney's fees and court costs associated by reason of default and breach of contract by Client under this Agreement.

(5) **Termination:** This Agreement shall continue in effect unless terminated with a 30 day written notice by either party. Authorized agent agrees to pay all Advertising Fees for residents that have moved in or have been accepted prior to termination of Agreement. No verbal notices will be accepted. If Property is sold or transferred to new management, Client shall be responsible for all Advertising Fees made to the Property prior to KCPA's receipt of written notice from Client of the transfer or proposed transfer.

(6) **Discrimination:** KCPA does not discriminate. KCPA grants equal opportunity to all persons, regardless of national origin, creed, sex, color, marital status, familial status, religion or handicaps. Services will be subject to discontinuation if Client or any agent of the Client discriminates against these protected classes or any other class protected by federal, state or local law.

(7) **Lead Paint Disclosure:** Client acknowledges Client's sole responsibility for compliance with the 1996 federal law requiring that Client disclose to prospective residents known information on lead-based paint hazards before the lease is finalized. Client will also provide the required federal form regarding about lead-based paint to each prospective resident delivered by KCPA together with the lease on all properties built prior to 1978.

(8) **Liability:** KCPA shall deliver prospective residents to Client by means of advertising for the sole purpose of renting available units at the Property. KCPA shall have no liability if it is unsuccessful in doing so for whatever reason.

(9) **Agreement:** This Agreement is binding on the parties hereto and their respective successors and assigns. This Agreement is intended as a final and complete expression of their Agreement in respect of its subject matter and may not be amended unless agreed and entered in to in writing by each party. The laws of Missouri, without regard to its conflicts of laws principles, shall govern this Agreement.

Kansas City Premier Apartments, Inc.

Client or Authorized Signature:

Name: Tiffany M. Lewis
Title: President

Name: _____
Title: _____

Management Company:

Billing Address:

Address:
P.O. Box 32484
Kansas City, Missouri 64171
Office: 913-568-1189
Fax: 816-505-0561
www.kcpremierapts.com



Property Listing Profile “Exhibit A”

(this document is able to be re-printed as needed)

Property Name:			
Management Company:			
Email Address:			
Property Website:			
Property Address:			
	State:	Zip:	
Property Phone:	()	Fax: ()	
Number of Units:		Year Built:	

Property Name:			
Management Company:			
Email Address:			
Property Website:			
Property Address:			
	State:	Zip:	
Property Phone:	()	Fax: ()	
Number of Units:		Year Built:	

Property Name:			
Management Company:			
Email Address:			
Property Website:			
Property Address:			
	State:	Zip:	
Property Phone:	()	Fax: ()	
Number of Units:		Year Built:	

Kansas City Premier Apartments will be contacting you shortly (within 1-3 days) to make arrangements to finish our short sign up process, which includes: Scheduling a time to visit the property for interior and exterior property photographs.

By initialing below, Client acknowledges that they have received the original contract and agree to the terms and conditions set forth in this agreement.

_____ **Initial here to indicate acceptance of the above Terms & Conditions**