



# Property Protection Programs

## Legal Action – Eviction Protection Program

As we all know, evictions can happen to any landlord no matter how well a tenant is screened. Circumstances change in people's lives and they are not able to pay the rent. This is especially true when people lose their job, get a divorce or have a serious injury. When a tenant cannot afford to pay the rent, they also find it difficult to move, requiring the landlord to go through the costly procedure of evicting the tenant.

The current economic slowdown has created a drastic increase in the number of evictions filed in our court systems, and this reality has been realized in our own business over recent months.

**At The Realty Medics (TRM), we protect our landlord clients** from the high costs of an eviction. Owners are automatically enrolled in this **Eviction Protection Program**, which will cover the cost of almost all evictions, including legal fees, filing fees, service of process fees, and execution of the Writ of Restitution, for a minimal monthly fee of \$15 per unit. **This could save you over \$700.**

The only cost of the eviction that is not covered is: a jury trial, or when a tenant is awarded legal fees, or if a tenant contests an eviction and the judge awards a hearing. (Note: To date we have never had to go through a jury trial or had a judge award tenant legal fees! If that happens, we will let you know and try to negotiate a favorable settlement on your behalf.)

In the event any tenant procured by TRM shall default in the payment of rent or shall hold over in possession for longer than the lease term stated in any such lease, TRM shall have the right and sole discretion to institute legal proceedings for eviction, unlawful detainer or other civil action against such tenant, and any other persons occupying the property. Included in this agreement is TRM Standard Eviction Protection: Up to \$700 in the aggregate for all eviction fees and costs to file an eviction for possession & damages; except that TRM shall not be responsible for any such costs or fees in the event either (a) that such tenant shall demand a jury trial, or (b) that such tenant shall make a counterclaim against TRM or Owner.

Any recovery by Owner of attorney fees, unpaid rent, damages or other charges or expenses shall be paid to TRM. The foregoing Eviction Protection shall only be valid while a management agreement is in effect and while the property is being actively marketed for re-lease by TRM. Owner represents and agrees (a) that this clause contains the complete and entire agreement of the parties regarding the Eviction Protection being provided by TRM, (b) that Owner shall fully cooperate in the institution, prosecution and collection of any such litigation, (c) that this Eviction Protection plan is not an indemnity or insurance contract of any kind, (d) that Owner waives any claim against TRM in the event TRM, for any reason, decides not to file such litigation, and (e) that Owner fully and clearly understands the terms and legal effect of this provision, (f) Enrollment in the Eviction Protection Program is permitted only within the first 30 days of leases initiated and executed by TRM.