



Property Protection Programs

Legal Action – Comprehensive Owner Protection Program

TRM's Comprehensive Owner Protection Program is a combination of our three popular Protection Programs: Eviction Protection, Rent Loss Protection and Property Protection. As a property management company who not only listens to our clients, but also looks for ways to solve their problems, these three Protection Programs represent the top three concerns Landlords have. Landlords want their property to be protected from damage, they want to make sure they receive their rent, and they want to make sure they do not have to pay expensive court costs, if an eviction is necessary. Each Protection Program is available individually, or you can choose the Comprehensive Protection and get all three coverages at a reduced price.

- The Eviction Protection Program covers you for court and eviction related expenses in the unfortunate event that an eviction is necessary.
- The Rent Loss Protection Program covers you for up to one month of unpaid rent.
- The Property Protection Program covers you for physical damage to your property caused by a destructive tenant or their guest.

The Comprehensive Protection combines all three of these programs at a lower overall monthly cost of \$57 per unit. Don't leave any of your bases uncovered. These programs are available due to our efforts to protect you from the unfortunate experiences of some of our clients before you. For more information or to request enrollment in our Comprehensive Owner Protection Program to take advantage of these protections for your rental property that you won't find with any other property management company, contact TRM today.

Any recovery by Owner of attorney fees, unpaid rent, damages or other charges or expenses shall be paid to TRM. The foregoing Comprehensive Owner Protection Program 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 Comprehensive Owner Protection Program being provided by TRM, (b) that Owner shall fully cooperate in the institution, prosecution and collection of any such litigation, (c) that this Comprehensive Owner Protection Program plan is not an indemnity or insurance contract of any kind, (d) that Owner waives any claim against TRM in regard to this program, and (e) that Owner fully and clearly understands the terms and legal effect of this provision, (f) Enrollment in all 3 Property Protection Programs is permitted only within the first 30 days of leases initiated and executed by TRM.

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 there is a possibility they may not be able to pay rent.



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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.

At The Realty Medics (TRM), we protect our landlord clients from the high costs of an eviction. Owners can be 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. At a cost of \$15 per month, it would take you 46 months to recoup the cost of an out-of-pocket eviction, and we provide you peace of mind.**

The only costs of the eviction that is not covered is: a jury trial, 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.

TRM's current policy for determining when to file an eviction is to file an eviction when a tenant is past due more than 50% of a month's rent and is at least 6 days late and the 3 day notice for eviction has expired (For properties located outside of Orange County the 3 day notice actually is 8 business days).



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Legal Action – Rent Loss Protection Program

Loss of rental income of your investment property due to a non-paying tenant can be a difficult hardship for many landlords to endure. While TRM goes to great lengths to screen and lease your property to reliable and responsible tenants, unforeseen life circumstances such as loss of job, divorce, or death in the family can impact good tenants leaving them unable to make their monthly rent payment at any time. In addition to a Landlord's concerns over property damage and evictions, loss of rental income is one of those worries at the top of the list. To provide you with a level of protection and coverage that other property management companies do not provide, we are proud to offer the Rent Protection Program.

For a small monthly fee of \$20 per unit, TRM will pay you for the amount of unpaid Tenant rent, up to, but not exceeding the equivalent of one month's rent as specified in the existing tenant lease agreement, or the agreed rent price at the time of termination of Tenant occupancy.

Please note, while the Rent Protection Program covers you for up to one month of lost rental income, coverage is not provided for physical property damage or evictions. To protect yourself against eviction costs and property damage, please refer to the Eviction Protection and Property Protection programs to protect you from losses in these areas. For the best all-around protection, check out our Comprehensive Protection Program, which covers you in all three areas for a reduced overall price.

Any recovery by Owner of attorney fees, unpaid rent, damages or other charges or expenses shall be paid to TRM. The foregoing Rent Loss Protection Program 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 Rent Loss Protection being provided by TRM, (b) that Owner shall fully cooperate in the institution, prosecution and collection of any such litigation, (c) that this Rent Loss Protection plan is not an indemnity or insurance contract of any kind, (d) that Owner waives any claim against TRM in regard to this program, and (e) that Owner fully and clearly understands the terms and legal effect of this provision, (f) Enrollment in the Rent Loss Program is permitted only within the first 30 days of leases initiated and executed by TRM.

Legal Action – Property Protection Program

Physical damage to your rental property caused by a negligent or destructive tenant continues to be a top concern for clients of TRM. As a property management company who not only listens to our clients, but also aggressively searches for ways to provide solutions, we offer a unique program to protect your home from tenant damage that you won't find with any other property management company.



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Although we strive to do everything possible to insure the safety of your home, a tenant can become destructive at any time, and especially when involved with other associated hardship and less-than-fortunate life circumstances. Physical property damage is often discovered at the end of tenancy and can frequently accompany other difficult and unexpected financial struggles, such as in the case of a tenant who has defaulted on their rent and is being forcibly evicted. We understand, nothing adds more salt to your wounds than to discover that your home has incurred thousands of dollars of physical damage at the hands of a destructive tenant. Typical homeowner's insurance is often insufficient due to high deductibles and exclusions for damage that is non-accidental. That's where the Property Protection comes in to help.

By enrolling your rental home in TRM's Property Protection Program for the monthly cost of \$30 per unit, your home is covered for up to \$2,500 for the direct cost of property damage caused by your renter. Please recognize, however, that while our Property Damage protection plan is generous, we must also be reasonable; therefore, your property will be covered for any damages deemed to be of tenant responsibility, but not for such items determined to be of normal wear and tear and/or Owner responsibility.

In addition to adhering to generally accepted industry guidelines for determining what is damage and what is wear and tear, we must also fairly assess how much coverage applies when it comes to the useful service life of a product or feature of the home. For example, damage to a 10-year-old carpet may only receive minimal coverage due to its depreciated value and for being beyond its generally accepted service lifespan. But new carpet, or one that is only one or two years old may be covered at 95-100%. We expect to provide our clients with a generous degree of coverage that you won't find anywhere else, while still remaining reasonable and fair.

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