

Property Manager Waiver or Agreement

VIP Services: (888) 855-9856 | info@trustprovident.com 7450 Arroyo Crossing Parkway, Suite 230, Las Vegas, NV 89113

Section 1	Account Owner Information			
First Name		MI	Last Name	
Email		Last Fou	ır Digits of ecurity Number	Account Number

# Section 2 Property Information

Assessor's Parcel Number (APN) (if applicable)		Name of County or Parish	
Address	City	State	Zip

If there is no usable street address, or if the address is insufficient to identify the parcel, you must provide a legal description of the property. For lengthy legal descriptions, you may submit a separate document with this waiver.

Legal Description of the Property

## Section 3 Property Manager Information

### Complete this section if you are using a property management company to manage your property.

Business Name		Contact Name			
Mailing Address	City		State		Zip
Email				Phone	Number
My property manager pays the below bills on behalf of my	property:				
Mortgage Taxes Utilities					

## Section 4 Waiver

#### Complete this section if you are choosing not to utilize a property manager.

I am the owner of the account listed above, which owns real property on my behalf. I understand that the Custodian of my account has no authority to choose, administer, or otherwise exercise discretion over the assets in my account without my permission. I agree that the Custodian will not act as a property manager with respect to the real property that my account has (or will) acquire. Further, the Custodian normally requires me to hire a third party to act as property manager for any real property held in my account. I acknowledge and agree that the Custodian will allow me to forgo this requirement in consideration for executing this waiver and release of liability and for abiding by the terms of this waiver.

I understand the following terms and I agree to them.

- 1) I will arrange to fulfill the duties normally undertaken by a professional real property manager. These duties include, among other things,
  - a. Collecting rents and remitting payments to this account,
  - b. Repairing and maintaining the subject property,
  - c. Obtaining (and providing to the Custodian) accurate and timely property valuations,
  - d. Preparing (and arranging for timely filing of) IRS Form 990-T, if applicable, and
  - e. Paying for the expenses associated with this property with funds from this account.
- 2) I am aware of the IRS's prohibited transaction (PT) rules that apply to this account. These PT rules prohibit both transactions between disqualified persons and using the account's assets in ways that are considered "self dealing." Such PTs may result in the complete distribution and taxation of my account assets. I agree that I am responsible for ensuring that my account does not engage in any PT and that the Custodian has no duty to monitor or enforce the PT rules.
- 3) Prohibited transactions can more easily arise without an unrelated third-party property manager. I understand that the following partial list of transactions may constitute PTs, and I will not engage in them.
  - a. Repairing, maintaining, or otherwise improving the property with my own material or labor, or paying for such items with my own funds.
  - b. Using the property for my own benefit (e.g., vacationing at the account's rental property).
  - c. Allowing disqualified persons (e.g., certain relatives) to use the property, even if reasonable rent is charged.

### Section 5 Account Owner Agreement and Authorization

As the account owner named above, I agree to release, hold harmless, indemnify, and defend the Custodian of my above-named account from any and all liabilities, claims, and demands that arise out of the management of the real property investment(s) in this account and any others that I maintain with the Custodian.

#### Х

Account Owner Signature

Date (mm/dd/yyyy)

#### Congratulations! You are now able to submit your completed request.

Before you submit this form please review all completed information prior to signing. When ready, mail, email, or fax this completed form to:

Mail to:	Provident Trust Group	Email to:	investments@trustprovident.com
	P.O. Box 123		
	Fort Washington, PA 19034	Fax to:	(702) 253-7565