

Eviction Addendum

FASS Management Real Estate Services (FASS), from time to time, has to serve statutory notices in order to commence an eviction for the current tenant living within your property. FASS is only serving as your local agent to carry out your wishes in removing the undesirable or non-paying tenant from the property.

FASS must obtain your approval giving us authorization to move forward with the eviction process, which will result in you, as the owner, being responsible for all associated eviction costs. Below are the approximate fees associated with the eviction process. (These amounts are only approximate as each court has the right to set its own filing fees and cost schedules.)

NOTICE DELIVERY FEE	\$50.00
COURT REQUIRED FILING FEE.....	\$100.00 - \$150.00
ATTORNEY FEES (1 ST CAUSE ONLY)	\$350.00
<i>(If tenant fully moves out before court date, \$150.00 will be refunded.). Second cause for rent and damages is to be handled at the hourly rate of \$175.00.</i>	
WRIT OF RESTITUTION	\$25.00
<i>On the sixth day after a Judgment has been rendered by the Court, the landlord may apply for a Writ of Restitution if the tenants have not removed from the property. A writ of restitution directs the sheriff to physically remove the tenant(s) and their belongings from the property.</i>	
MOVERS (only if tenant does not move out).....	\$250.00
<i>(based on 2 hours. Additional storages charges may apply)</i>	

FASS Management Real Estate Services has chosen to utilize in-house counsel to prosecute our evictions; however, as the property owner, you are responsible to pay the necessary fees to initiate the eviction process. If you are in agreement with the above referenced Eviction Fees, and the arranged for Attorney relationship with FASS, by signing this document, you are responsible for any eviction fees that may be advanced and assessed pursuant to your management contract. FASS is not directly responsible to pay the eviction fees and is only advancing funds for you. Any monies on deposit with FASS, including security deposits, will be used to cover eviction costs. If owner chooses not to pay as billed, our attorney shall pursue legal actions against the owner directly for any outstanding legal fees and costs owed, including placement of lein on your property. If you choose to decline our eviction services and fee structure, FASS shall require you to provide your own attorney information prior to entering into a property management contract with our company.

Property Address: _____ **Unit:** _____

City: _____ **State:** _____ **Zip:** _____

Owner Name: _____ **Signature:** _____

Accept Eviction Process _____ **(Please initial)**

Decline Eviction Process _____ **(Please initial)**