



## Rental Payment Assurance *Plus*

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## RENTAL PAYMENT ASSURANCE *PLUS*

This is an agreement for a Rental Payment Assurance *Plus* between you and the agreement issuing company, and, when approved by us in writing, each shall be subject to all of the terms and conditions of this agreement. Each Rental Payment Assurance *Plus* shall be administered and underwritten by CoSign My Lease, a subsidiary of GRF Capital Ventures, Inc.

The provisions of the agreement may not be waived or varied in any way. Neither the Property Manager nor their company has the authority to revise, amend or otherwise alter this agreement. They can only assist in the approval and screening of tenants under this agreement as specified by obtaining a quote.

Throughout this agreement, “you” and “your” refers to the Property Manager or landlord stated in this agreement and “we,” “us,” and “our” refer to the company providing the Rental Payment Assurance *Plus*. Unless the context indicates otherwise, use of the plural form of a word includes the singular and use of the singular form of a word includes the plural.

**AGREEMENT:** In return for the payment of the Initial Premium and Monthly Installments, and subject to all of provisions of this agreement, we agree with you to provide a Rental Payment Assurance *Plus* as stated in this agreement.

### DEFINITION OF TERMS

**Landlord** The owner or owner’s representative of residential real estate which is rented or leased to an individual or business as listed in a Residential Lease Agreement.

**Tenant** One who rents or leases residential real estate from a landlord as listed in a Residential Lease Agreement.

**Residential Lease Application** Any application, document, or form used to determine the rent stableness and credit worthiness of an individual or company seeking to lease a dwelling.

**Residential Lease Agreement** A written agreement signed by the tenant(s) and landlord or landlord’s authorized representative that gives a tenant the use of a residence for a specific duration.

**Expiration of Guaranty** The ending date of the lease as stated in a Residential Lease Agreement, the start of a new Residential Lease Agreement, or sixty days after the eviction filing date.

**Claim Period** That stated period of time that begins from the eviction filing date and ends no more than 90 days from the eviction filing date, with the Expiration of the current Lease Agreement, or the commencement of a new Lease Agreement, whichever occurs first.

**Loss Date** The date approved by the Preferred Agent as set when landlord claim responsibilities are met. The home must be vacant, in move in condition, in possession of the landlord or Property Manager as stated in the Writ of Possession, and advertised to the public by way of the local MLS, publically accessed website, yard sign, or newspaper.

**Vacant** Not occupied or lived in.

**Move in Condition** Any residence free from debris, rodents, and pests, professionally cleaned, and ready and available for a new tenant.

**Preferred Agent** The original Listing Agent or a licensed Realtor selected by CoSign My Lease to inspect the home and establish the Loss Date.

### AGREEMENT

**Rental Payment Assurance *Plus*** CoSign My Lease pays the monthly rent in the event the tenant is evicted for nonpayment or vacates the home prior to the expiration of the Residential Lease Agreement. This Rental Payment Assurance *Plus* covers the property listed and tenant(s) named in the Residential Lease Agreement.

**Commencement Date** Commencement date of the Rental Payment Assurance *Plus* shall be no more than 30 days following the commencement date of the Residential Lease Agreement as stated in the quote or in the Residential Lease Agreement.

**Payments** Initial Premium payment and first installment are due within ten days of the effective date of this guaranty. Monthly installment payments are due no later than the 15<sup>th</sup> day of each month. Failure to pay the monthly installment by the 15<sup>th</sup> day of the month will result in immediate cancellation of this guaranty.

**Exclusions** The following matters are expressly excluded from this agreement and CoSign My Lease will not pay for losses or damages, costs, court costs, or attorneys' fees or any other expenses which arise by reason of:

- 1) Losses caused by carelessness, lack of maintenance, or poor housekeeping by the landlord, tenant(s), or anyone living or visiting at the home.
- 2) Damages or losses caused by theft of the property by a tenant.
- 3) Late fees, outstanding repair deductibles and fees, court costs, attorney’s fees, pet charges, utility charges, and/or other costs or charges specified in the Residential Lease Agreement.
- 4) Losses which result in the home being uninhabitable.
- 5) Losses that are covered and insured by the landlord’s home owner’s policy.
- 6) The sale or foreclosure of the home.

**Termination of Guaranty** The Rental Payment Assurance *Plus* shall terminate upon occurrence of any of the following events:

The information contained in the initial quote was found to be incorrect; The term of the Residential Lease Agreement expires; The landlord terminates the agreement with a written notice, and such termination comes into effect; CoSign My Lease terminates the agreement for nonpayment of Initial Premiums or Monthly Installments; The landlord or landlord's representative files a fraudulent claim; Sixty days after the eviction is filed; On the commencement date of a new Residential Lease Agreement; The landlord sells the residence during the claim period; or any party becomes insolvent or becomes subject to bankruptcy, liquidation, compulsory dissolution, foreclosure, or receivership.

**Refunds** If this agreement is canceled within 5 days of its commencement date, any payments received are refunded to the landlord. There are no refunds after this period.

### **CLAIM PROCEDURES**

**Landlord Claim Responsibilities** It is the landlord's responsibility to notify CoSign My Lease when their current tenant is evicted or vacates the residence prior to the expiration of the Residential Lease Agreement. The Landlord must meet all conditions as outlined in this section. Otherwise, no payments will be issued and the claim will be denied.

Landlord will leave the home vacant and in move in condition for the duration of the claim period unless there is an executed Lease Agreement, Buyer's Temporary Lease, or any other form of occupancy agreement with or without compensation.

Landlord will forward to CoSign My Lease a copy of the initial Residential Lease Agreement signed by the tenant(s) and the landlord and a copy of the tenant(s) completed Rental Application with the tenant's social security number, date of birth, and contact information.

**Proof of Loss** Landlord must provide proof of loss before CoSign My Lease will pay the rent. CoSign My Lease's Preferred Agent will inspect the home to assure the home meets the conditions as outlined in this section. The Loss Date is effective the day the residence meets all conditions as outlined in this section.

**Conditions** No payment shall be made without satisfactory proof that the home is:

- 1) Vacant
- 2) In "Move In" condition
- 3) Advertised to the general public by way of the local MLS, publically accessed website, newspaper, or yard sign.
- 4) In possession of the landlord as stated in the Writ of Possession issued by the court or Justice of the Peace.

The landlord must forward to CoSign My Lease a true copy of the eviction filing and Writ of Possession issued by the court or Justice of the Peace.

**Payment of Loss** Beginning on the Loss Date, per Lease Agreement, full rent payments are made, less the monthly installments. All payments are delivered by the fifteenth day of the month and will cover the previous month's loss of rent. If Rental Payment Assurance *Plus Ver. 2.8*

the loss date or a new lease commences on a date other than the 1<sup>st</sup> day of the month, the loss payment will be prorated for that month. The first loss payment will cover the period from the date the eviction was filed to the Loss Date, not to exceed 90 days. Subsequent payments will cover the previous month's rent.

During the Claim Period CoSign My Lease will pay the rent until the first occurrence of one of the following events:

- 1) For up to ninety days from the date the last eviction was filed,
- 2) Until the Expiration Date of the current Lease Agreement, or
- 3) Until the Commencement Date of a new Lease Agreement.

All rental payments are made to the person or entity listed in this agreement as Landlord or Authorized Representative.

CoSign My Lease reserves the right to pursue a tenant with a judgment for nonpayment of rent and court costs as outlined in the Residential Lease Agreement. Any payments received as a result of a claim against the tenant will be the sole property of CoSign My Lease.

### **GENERAL**

**Force Majeure** If either party fails to perform in whole or in part its duties under this Agreement due to an event of force majeure, the performance of such duties shall be suspended during the period of such event of force majeure.

A party that claims that it has been affected by an event of force majeure shall notify the other party of such event of force majeure in writing in the shortest period possible, and shall provide appropriate evidence of the existence and period of the event of force majeure to the other party within fifteen (15) days after its occurrence. A party that claims that the performance of this Agreement is objectively impossible and impractical due to such event of force majeure shall take any reasonable measures to lessen the losses caused by such event of force majeure.

When the event of force majeure occurs, the parties shall consult with each other regarding the performance of this Agreement. Once the event of force majeure or its effects ceases, both parties shall immediately resume the performance of their respective obligations herein.

An event of force majeure refers to any circumstances that cannot be reasonably controlled, predicted, avoided, or overcome, and occurs after the execution of this Agreement, which make the performance of this Agreement in whole or in part impossible or impracticable as a matter of fact, including but not limited to any situation where performance is impossible without unreasonable expenditure.

Such circumstances include but are not limited to floods, hurricanes, fires, droughts, typhoons, earthquakes, and other acts of God or nature, traffic accidents, strikes, riots, turmoil,

and wars (declared or not) and any act or omission of a governmental authority.

**Assignment** Unless otherwise provided by this Agreement, without the written consent of the other party, a party may not assign any of its rights or obligations under the Agreement.

**Arbitration Agreement** CoSign My Lease and Landlord agree that all controversies between the parties concerning any transaction or the construction, performance or breach of this or any agreement between us, whether entered into prior, on, or subsequent to the date hereof, will be resolved through arbitration. Landlord understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal laws. Such arbitration will be before *one* arbitrator, unless parties agree to use more, and otherwise conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. The award of the arbitrator will be final. Judgment upon any arbitration award rendered may be entered in any court, state or federal, having appropriate jurisdiction and the prevailing party in such arbitration will receive reasonable attorney’s fees and costs incurred as set by the laws of the state of Texas.

**Notices** All notices relating to the Agreement shall be in writing and shall be delivered by overnight courier, fax, electronic mail, or standard mail.

Notices delivered by overnight courier shall take effect upon delivery. Notices sent by fax shall take effect upon successful

transmission, provided that a fax confirmation report produced by the fax machine showing the successful transmission of the notice is provided by the sending party. Notices sent by mail shall take effect on the third (3rd) day after having been posted (if the last day is a Sunday, or statutory holiday, such day shall be the next business day). Notices delivered by electronic mail shall take effect upon return receipt confirmation. All notices required or permitted to be provided to a Party under this Agreement must be in writing and sent to the address for the Party set forth in this Agreement, unless such address has been changed by prior written notice to the other Party to this Agreement.

**Amendments** This Agreement (excluding the Exhibits attached hereto, which may be amended and revised from time to time by CoSign My Lease in its sole and exclusive discretion), may be amended only by a written instrument signed by both Parties. Except as set forth herein, no modification of this Agreement shall be valid or binding unless executed in writing by each of the Parties on or after the date hereof.

**Entire Agreement** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All exhibits attached to this Agreement form a material part of this Agreement, and all references to this Agreement, unless otherwise specified, shall include such exhibits.

**IN WITNESS WHEREOF, Landlord and CoSign My Lease** have each caused this Rental Payment Assurance *Plus* to be executed by its duly authorized representative as of the date stated herein.

CoSign My Lease		Landlord or Authorized Representative	
Name:	Jonathan H. Coleman	Name:	
Signature:		Signature:	
Title:	V.P. Underwriting	Title:	
Mailing Address:	4747 Research Forest Dr Suite 180 #408 The Woodlands, TX 77831	Mailing Address:	
Phone:	866-736-8512 x101	Phone:	
Fax:	1-866-726-2481	Fax:	
E-mail:	info@CoSignMyLease.com	E-mail:	
Addresses for Notices:	4747 Research Forest Dr Suite 180 #408 The Woodlands, TX 77831	Property Address:	
		Tenant’s Name:	
		Date Signed:	