



RENT PAYMENT CONTRACT

Make paying and collecting your rent *a breeze.*

RentTheBay.com allows tenants to pay their rent online. All transactions will be automatically withdrawn from the tenant's account and deposited directly into the landlord's bank account. With **ResidentPay™**, residents can choose to make one-time rent payments, or schedule recurring rent payments to be made automatically each month.

Landlords:

1. Sign-up as a **RentTheBay.com** Deluxe member.
2. Register your rental property on **RentTheBay.com**
3. Complete and sign the agreement form below and return it with a voided check to:
RentTheBay.com, LLC
PO Box 18591, Tampa FL 33679
or fax agreement form to **813.464.7735**
4. Within 7 – 10 days your tenants are now ready to register their information on **RentTheBay.com** and start paying rent online by electronic check (ACH).

Residents:

1. Enroll free as a Resident and select the property you're currently renting.
2. Once Logged in, select the Pay Rent Link and enter your bank routing and account number information.
3. Enter the amount you'd like to pay, or set-up automatic recurring monthly rent payments. You can also check the status of your online payments and view payment history.

Note to Residents: *Online rental payment is only available if your landlord has registered.*

Cost of the Service to Landlords

To participate in the **ResidentPay™** service, you must sign-up for a Deluxe membership to **RentTheBay.com**, which is only \$9.95 per month for the first property and includes one free Online Rental Payment transaction during the month for that property. A one-time \$15 set-up fee will apply for each property, which will be waived if you sign-up for a 3 month Deluxe **RentTheBay.com** membership. Each additional property is \$6.95 per month, which includes one free Online Rental Payment transaction during the month for that property. Additional monthly transactions are \$1.95 each, which can be paid either by the landlord or the tenant.

Landlords Benefits:

- Receive timely payments and avoid late rent checks
- NO commitments on your part. You're free to terminate this service at any time
- Instead of waiting weeks, receive notification of bounced checks within days
- Eliminate time spent collecting and depositing checks
- Easily sort, print and view past transactions
- Have faster access to your money and earn more from accruing interest
- Allow your renters to set-up automatic recurring monthly rent payments, but allow one-time payments for other payment types, such as a security deposit.

Resident Benefits:

- Free enrollment for residents to use **ResidentPay™** services.
- Residents can schedule one-time payments or set up monthly automatic payments. No more late payments!
- Pay your rent online when you're traveling. Never miss a payment again.
- View past payments as well as the status of current, pending payments.
- Eliminate on the cost of postage and save trips to the post office or landlord's office.
- Have the flexibility of choosing the exact day of automatic debit payments and allow for better money management.

Owner/Landlord Agreement – Online Rental Payment Service

ResidentPay™ is an online rent payment processing service provided by Property Solutions International, Inc. (“PSI”). Through an agreement with PSI, RentTheBay.com, LLC (“RTB”) is providing the undersigned property owner/manager’s (“you” and “your”) tenants with access to this service for your property registered on RentTheBay.com.

For your tenants to have access to ResidentPay™, you must first register as a Deluxe member of RentTheBay.com and agree to the applicable terms and conditions with respect thereto. You must further agree to the terms and conditions herein by executing this Agreement and returning an executed copy of this Agreement to RTB as provided below. ResidentPay™ will only be available for tenants of your properties that are registered on RentTheBay.com. Once you have registered, you’ll be assigned an Owner/Manager User ID and password which will allow you to view your tenants’ rental payment history. Your tenant will then register on RentTheBay.com and be assigned a Tenant User ID and password that will be matched up with your property that the tenant currently occupies. You are solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities occurring under your password or account. You agree to notify RTB immediately if you notice unauthorized use of your password or account or any other breach of security.

RTB is solely providing access to ResidentPay™. The ResidentPay™ service is provided through a website that is owned, operated and maintained by PSI and not RTB. PSI imposes terms and conditions on the use of the ResidentPay™ service, which you and your tenants must agree in order for the service to be utilized. You understand and agree that RTB is not a Real Estate Broker/Agent or a collection agency. You further acknowledge that RTB is not acting on behalf of you or your tenants in connection with the ResidentPay™ service. RTB’s duties and obligations to you and your tenants with respect to the ResidentPay™ service will be solely as follows: (1) collecting the required information from you concerning you, your bank account and your property in order to set-up your account, and (2) forwarding all such information to PSI necessary for your tenants to utilize the ResidentPay™ service. All rental payment transactions will be processed by PSI, subject to such terms and conditions as they may impose. If an amount is erroneously credited to your bank account, or if the tenant’s payment is rejected for any reason after being credited to your account, you agree that RTB and/or PSI, as the case may be, may debit your account to correct the mistake or to reflect the rejection of the tenant’s payment.

RentTheBay.com, LLC is merely providing a medium for online rental payments between you and your tenants. Any dispute or disagreement between you and your tenants arising out of or related to any rental payment (including, without limitation, the amount of rent due, the due date, non-payment or late-payment, and the imposition of late fees) will be solely between you and your tenant.

All information furnished by you to RTB concerning you, your property and your bank account to set-up your account must be accurate, current and complete. Accordingly, you agree to: (i) provide true, accurate, current and complete information during the registration process and (ii) where applicable and appropriate, maintain and promptly update the registration information to keep it true, accurate, current and complete. You must fax or mail a copy of a voided check to RTB in order to validate the bank information provided. RTB reserves the right to reject your registration for any reason. If you provide information that is untrue, inaccurate, not current or not complete, or if RTB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not complete, RTB reserves the right to suspend or terminate your account, in which case your tenants will not have access to the ResidentPay™ service. You may not use the ResidentPay™ service for any purpose other than allowing your tenants to pay rent online. You may not use the ResidentPay™ service for any illegal purpose or in any manner inconsistent with the terms and conditions of this Agreement. You may not use the ResidentPay™ service in a manner that violates federal, state or local law.

RTB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE ResidentPay™ service, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, and NONINFRINGEMENT. ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ARE BEING CONSUMMATED ON AN “AS-IS” AND “WHERE-IS” BASIS. ANY REPRESENTATIONS AND WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, ARE DISCLAIMED BY RTB. YOU RECOGNIZE THAT RTB DOES NOT OWN, OPERATE OR MAINTAIN THE ResidentPay™ service AND ITS COMPONENT SOFTWARE.

Fees related to this service: Deluxe membership to RentTheBay.com is \$9.95 per month for the first property. RTB will pay the convenience fee imposed by PSI for up to one (1) online rental payment transaction for that property during the month. A one-time \$15 set-up fee will apply for each property, which will be waived if you sign-up for a 3 month Deluxe RentTheBay.com membership. Each additional property is \$6.95 per month. RTB will pay the convenience fee imposed by PSI for up to one (1) online rental payment transaction for that property during the month. Additional monthly transactions are \$1.95 each (which are payable to PSI), which can be paid by you or the tenant.

You agree to indemnify and hold RTB and its employees, agents, members, managers, successors and assigns harmless from any losses, damages, costs or expenses (including costs of litigation and reasonable attorneys’ fees) incurred by any such person or entity arising out of (i) any dispute or disagreement between you and your tenant, (ii) your breach or violation of any covenant, obligation, agreement, representation or warranty made in this Agreement, including providing false or inaccurate registration information.

This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles. In the event of any dispute, claim or controversy arising out of or related to this Agreement, the dispute, claim or controversy shall be settled by binding arbitration administered by the American Arbitration Association. Other than negotiation among the parties, arbitration will be the sole and exclusive method of resolving any such dispute, claim or controversy. The place of arbitration shall be Tampa, Florida.

This Agreement, along with the terms and conditions applicable to your membership, represent the entire agreement between RTB and you. RTB reserves the right to alter the terms and conditions of this Agreement at any time. RTB also reserves the right to modify the fee structure for both you and/or tenants at any time. Any such changes will be presented to you in writing in advance with a thirty (30) days notice, and you may reject any such changes by discontinuing your membership with RentTheBay.com in exchange for a refund of all fees applicable to the period after the termination date.

Please complete, sign and date this agreement. Keep a copy for your records.

Fax or mail this agreement with your voided check to:

Fax: (813) 464-7735 or RentTheBay.com, LLC., PO Box 18591 Tampa FL, 33679.

- I authorize **RentTheBay.com, LLC** and/or **Property Solutions International, Inc.** to initiate credit (and if necessary, debit) entries to my rental property's bank account which I provided with the attached voided check. I understand and agree to the following:
- I have fully read and agree to **RentTheBay.com, LLC's** "Owner/Landlord Agreement, Privacy Policy and Terms of Use."
- I understand that **RentTheBay.com, LLC** and/or **Property Solutions International, Inc.** will only process rental payments with the express consent of both the owner/manager and their respective tenant.
- I agree that if there is an unauthorized debit to my tenants account, **RentTheBay.com, LLC** and/or **Property Solutions International, Inc.** has the right to debit my property's bank account in order to reverse this transaction.
- I may cancel this agreement anytime with a thirty (30) days written notice.
- I confirm that I have full power and authority to enter into this agreement.

Property Owner Name: _____

Property Owner Telephone #: _____ Property Owner SSN or EIN number if business: _____

Owner's E-mail address: _____

Bank Name: _____

Routing # (9 Digits): _____ Checking Account #: _____

Property Manager Name (if different): _____

Property Manager Telephone #: _____ Manager's E-mail Address: _____

Property Owner or Property Manager Signature: _____

Name (Printed): _____ Date: _____