

## PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (Owner), and \_\_\_\_\_, (Manager).

Owner hereby employs the services of Manager to manage, operate, control, rent and lease the property(ies) listed on Exhibit A:

### **Responsibilities of Manager:**

Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

1. To collect all rents as they become due, giving receipts therefore and to render to Owner a monthly accounting of rents received and expenses paid out; and to remit to Owner all income, less any sums paid out;
2. To make or cause to be made all decorating, maintenance, alterations and repairs to the property and to hire and supervise all employees and other labor for the accomplishment of same;
3. To advertise the property and display signs thereon; to rent and lease the property; to sign, renew and cancel rental agreements and leases for the property or any part thereof; to sue and recover for rent and for loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits;
4. To enter into contracts for utilities and engage such services as the Manager shall deem necessary and/or advisable. Owner agrees to assume the obligation of any contract so entered into at the termination of this Agreement; and
5. To hold security deposits in an account designated for such use; return or apply the same at the end of leases; and transfer such deposits to a subsequent manager or owner upon termination of this Agreement.

### **Responsibilities of Owner:**

1. Owner hereby agrees to hold Manager harmless from any and all claims, charges, debts, demands and lawsuits, including attorney's fees related to the management of the herein-described property, and from any liability for injury on or about the property which may be suffered by any employee, tenant or guest upon the property.
2. Owner agrees to pre-fund maintenance and repairs in excess of \$300 based on itemized estimates provided by Manager.
3. Owner agrees to be responsible for and keep in full force insurance for fire, liability and vandalism of the property and structure only. Owner will name Manager as an additional insured on its policy.

**Compensation of Manager:**

Owner agrees to compensate Manager as follows:

1. When Manager leases a property, Manager shall be entitled to 100% full month's rent, not pro-rated.
2. For management services provided under this Agreement, Owner agrees to pay Manager 10% of all gross rental payments received and collected by Manager.
3. In the event that Owner decides to sell or dispose of a property during the term of this Agreement, Manager shall have first right to an Exclusive Right To Sell listing contract for a term of not less than one (1) year. In the event of a sale, Manager shall be entitled to a commission of 3% of the gross purchase price and the selling broker will be entitled to a commission of 3%.
4. In the event that a tenant or prospective tenant enter into an agreement to purchase the Owner's property, by cash sale, lease-option or land contract, Manager shall be entitled to a commission at 3.5% of the gross purchase price.

**Term of Agreement.**

This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party by providing written notice \_\_\_ days prior to the date for such renewal. This Agreement may be terminated by mutual agreement of the parties at any time. Manager may terminate this Agreement upon notice if Owner shall fail to comply with any rule, order, determination, ordinance, or law of any federal, state, or municipal authority. Upon termination Owner shall pay to Manager any fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Manager