

## Property Management Agreement

This AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_, 2009 between \_\_\_\_\_ (Owner) and \_\_\_\_\_ Reality Remodeling & Property Management (Manager).

Owner employs the services of Manager to operate, control, manage and maintain the following described properties \_\_\_\_\_

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**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 but not limited to the following:

- A. Collection and Disbursement.** Manager agrees to collect all rents as they become due; to render to Owner a monthly accounting of rents received and expenses paid; and to remit Owner all income, less any sums paid out. Manager agrees to collect the rents from tenants and to disburse funds by ordinary mail or as instructed by the owner on or before the 10<sup>th</sup> day of the current month, provided, however, that the rent has been received from the tenant(s).
  - a. Expenses include but are not limited to: Any utility expense, water or sewer charges, taxes, debt services, maintenance expenses, repair expense, approved capital improvements, approved reimbursement of security deposit(s) and management fees due Manager.
- B. Maintenance and Labor.** Manager agrees to decorate, maintain, and to repair the property and to hire and supervise all contractors and other needed labor.
- C. Advertisement.** Manager agrees to jointly work with, Joe Tally licensed NYS realtor, in regards to tenant placement, response to advertising, and showings or making available said property. Manager will offer professional opinion of screened tenants, tenant credit worthiness, tenants past rental history, rental amounts, and lease terms as part of management responsibilities'.
- D. Legal Proceedings.** Managers agrees to act as lawful agent for Owner and agrees to rent and to lease said property; to sign, renew and to 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.

**Liability of Manager.** Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits. Owner agrees to pay Manager's attorney's fees related to Manager's management of the herein-described property and any liability for injury on or about the property which may be suffered by any contractor, sub-contractor, employee, tenant or guest upon the property. Owner agrees to maintain sufficient and prudent all risks property insurance and that the property Manager shall be an additionally named insured. Owner shall provide a copy of such insurance policy to the Manager for the Manager's records. Manager agrees to maintain professional liability insurance and make such policy available to the Owner for the Owner's records. It is Manager's responsibility to ensure insurance of all contractors, subcontractors or self employed individuals

**Compensation of Manager.** Owner agrees to compensate Manager as follows: Owner agrees to Pay the Manager an amount equal to Ten (10%) percent of all collected rents as a fee for managing the property; which fee, plus any incurred expenses may be deducted by the Manager from rents, and further agrees to abide by the conditions set forth by the Manager to tenant on the Owner's behalf. Standard Maintenance rates of \$29 per single man hour, \$52 per two man team per hour or \$75 per three man team per hour apply for routine maintenance, repairs, improvements or service calls. Whenever possible, the tenant shall be charged for any repair of any damage caused. Lock out fees shall be charged directly to the tenant and will only be charged before 8am, after 6pm, weekends or on Holidays and will be noted directly to tenants. Any repair, maintenance, improvement or expense costing over \$500 will need permission of Owner.

**Terms of Agreement.** This agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. 45 days before the expiration of the above initial term, this agreement shall be required to be approved by both Owner and Manager. Any amendments to agreement shall be added at that time.

In witness whereof the parties have signed this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in  
\_\_\_\_\_ [CITY], \_\_\_\_\_ [STATE].

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Manager

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Owner