

Property Management Agreement

In consideration of covenants herein contained, the PROPERTY MANAGEMENT CONTRACT, is made and entered into this _____ between KW South Valley Keller Williams (as the Broker) with HRG Management (as the designated management Team), hereinafter called COMPANY, and _____ hereinafter called OWNER.

I.

Be it known that the OWNER hereby employs the COMPANY as EXCLUSIVE AGENT to rent, lease, operate, control, and manage the property described as: _____.
Under the terms and conditions as expressly set forth in the PROPERTY MANAGEMENT CONTRACT, for the primary term beginning on the date noted above and ending on the last day of _____
In the event that the owners sell the property prior to this expiration date, all terms of the contract will be considered fulfilled and no penalty will be assessed.

Upon the expiration of the primary term of this PROPERTY MANAGEMENT CONTRACT, it shall be automatically renewed and extended for a period of 12 months unless either the OWNER or the COMPANY shall at least thirty (30) calendar days prior to the expiration date thereof, give written notice of their intention to NOT renew this CONTRACT. The CONTRACT may be terminated at any time by mutual agreement of the parties upon payment to the COMPANY of all commissions, fees, and expenses due hereunder. Exception, however, the parties agree that the CONTRACT shall remain in full and effect so long as any tenant placed in said property by the COMPANY shall remain in possession thereof.

III.

The OWNER hereby authorizes the COMPANY to enter into Lease-Rental Contract for the tenant occupancy of the above described property for terms not in excess of _____ year(s) Lease/Rental for each separate contract. During the duration of any Lease-Rental Contract with a Lessee, the OWNER agrees that he shall not demand that either this PROPERTY MANAGEMENT CONTRACT or the Lease-Rental Contract be broken unless satisfactory arrangements, in writing, have been completed with the COMPANY herein.

IV.

The OWNER hereby makes, constitutes and appoints the COMPANY his true and lawful Agent and Attorney in Fact, with power of appointment, and with the authority to do and perform any and all lawful actions necessary for the accomplishment of the purposes of this PROPERTY MANAGEMENT CONTRACT and hereby gives the COMPANY the following express authority and powers, and AGREES TO ASSUME ALL EXPENSES INCURRED by the COMPANY in connection therewith:

1. To advertise (COMPANY pays the costs for all advertising) in the most effective and efficient media and other modes of advertising (internet, etc) the above described property or any part thereof for lease or rent, to display signs thereon, and to lease and rent the same: to sign, renew, extend, and/or cancel Lease-Rental Contracts for the property or any part thereof: to institute and prosecute actions to evict tenants and recover possession of said property; to sue for and recover rent and other sums due; and when expedient, to settle, compromise and release such actions or suits. In the event that an eviction is required, OWNER agrees to pay any and all fees and costs associated with said eviction, including but not limited to attorney fees and court costs. To enter into contracts, including but not limited to, Lease-Rental Contracts on behalf of Owner and to otherwise manage and conduct the business of OWNER as it relates to the above described property.

2. To make every effort to collect rents due or to become due, and to raise and lower rents as conditions may warrant; to determine the amount of security deposits, damages, and other deposits and raise or lower these amounts as conditions may warrant. The above described property is to rent for no less than \$_____ per month, unless written permission is obtained from the owner.

3. The OWNER authorizes the COMPANY to take any and all necessary lawful action in posting legal notices, end of term notices, compliance notices, pay or vacate notices, and any other actions deemed legal, lawful and necessary by COMPANY. The COMPANY is authorized to file with a law firm and/or court, eviction documents

to pursue eviction of tenant and the enforcement of the terms of any and all agreements made between OWNER and tenant and/or COMPANY and tenant, written, verbal or expressed.

4. To make or cause to be made and supervise all maintenance, repairs, and alterations and to do cleaning on the premises as deemed necessary to protect the property from damage, to maintain service to the tenants as called for by their Lease-Rental Contract, or to prepare the property for occupancy; to purchase supplies and equipment necessary for such maintenance, repairs, and alterations and to pay all expenses incurred therefore at the OWNER'S expense.

5. OWNER agrees to pay COMPANY as a management fee _____% of the monthly collected rent, or _____ per month

- (a) If the City in which the rental property is located requires a Rental Dwelling License, the OWNER may obtain the license on their own and pay the fees to the City (anticipated cost for the OWNER to do this on their own and without the Good Landlord Certificate is \$350),
or
- (b) The COMPANY will secure the license on behalf of the owner and put the OWNERS property under the COMPANY Good Landlord Certification, the OWNER agrees to pay the COMPANY \$99 to cover the cost of the business license and Good Landlord Certificate certification. This will be collected upon the first rent collection period.

6. COMPANY will supervise regular routine maintenance (non-required or non-emergency repairs or maintenance) as requested by OWNER. COMPANY will not perform routine maintenance on property (i.e. Re-roof, whole house exterior painting, cosmetic upgrades, normal wear and tear on exterior, etc) without prior OWNER request. COMPANY will oversee repairs and maintenance repairs as requested by tenant and as deemed necessary by COMPANY in order to ensure property is safe and property meets conditions stated in the lease.

7. It shall be the OWNER'S responsibility to maintain utility service while property is vacant (Landlord Utility agreement) unless stated otherwise in this paragraph. By initialing here _____, OWNER states that they desire COMPANY to maintain utility service while property is vacant, in other words, to initiate a Landlord Agreement with Utility companies. Some Cities/Utility companies do not allow the COMPANY or the tenant to transfer service into their name. If this is the case, OWNER shall maintain such utilities in their name and forward copy of bill to tenant in timely manner after receipt of such bill. It shall also be the OWNER responsibility to notify COMPANY of any past due balances and/or unpaid utility bills not paid by tenant. COMPANY shall then issue notice to pay said balance.

8. To determine the amount of and collect from the tenants, payable to the COMPANY, a non-refundable Lease-Rental set-up fee. This fee shall be due and payable by TENANT to the COMPANY at the time the Lease-Rental Contract is signed. This fee is paid for by the tenant and NOT the owner.

9. In the event that OWNER cancels this agreement prior to the expiration date stated herein, OWNER shall pay as compensation to COMPANY the remaining amount of management fees due to COMPANY thru the end of the contract term or an equivalent of 6 months of management fees, whichever is greater.

V.

The OWNER agrees to indemnify and hold the COMPANY harmless from any and all loss, damage claims, causes of action, debts, demands, obligations, suits, controversies, costs, expenses (including without limitation: litigation, expenses and attorney's fees- including appeal(s), liabilities, liens, or charges of whatever kind, which result from or arise out of the management of the above described property and from any liability for injury suffered on or about the premises by any person whomsoever.

VI.

1. The COMPANY agrees to secure the approval of the OWNER in writing on all expenditures in excess of \$_____ for any one item, except monthly recurring operating charges, and/or emergency repairs in excess of the maximum if such repairs are considered necessary to protect the property from damage or to maintain services to the tenants as called for by their lease.

2. Per lease agreement terms between COMPANY and tenant, late fees may be assessed and collected. Any and all late fees collected from tenant by COMPANY shall be split 50/50 between OWNER and COMPANY.
3. In the event that disbursements are in excess of rents collected by the COMPANY, the OWNER agrees to pay all such excess to the COMPANY immediately upon receipt of the monthly statement, provided that nothing herein shall obligate the COMPANY advance any money for such excess.
4. Any balance of the OWNER'S account due and owing to the COMPANY and not paid within thirty (30) calendar days of the due date will accrue interest at the rate of 10% per annum until paid in full.
5. The COMPANY shall not be liable for any willful neglect or abuse, destruction, or the like to the OWNER'S property by tenants, vandals, or others.
6. The COMPANY shall not be liable for loss of personal property left on the premises by the tenants or the OWNER, either by exchange or theft by the tenants or a third party.
7. The COMPANY shall provide for lawn care, snow and ice removal, maintaining utility service, or other general maintenance, of property during vacancy period. OWNER shall pay COMPANY within 30 days in full upon receipt of any and all invoices for services rendered during vacancy period or during a period when rent is not being paid by tenant.
8. The COMPANY may accept checks for rental payments from the tenant(s) at the OWNER'S risk. The OWNER agrees to reimburse the COMPANY for such sums as have been disbursed on good faith when in fact such checks lack sufficient funds or do not clear for any other reason.
9. COMPANY shall under normal circumstances, deposit rents to OWNER via online/ACH payment transfer through Banking institution. See addendum to Property Management Agreement.

NAME OF BANK _____ NAME ON ACCOUNT _____
 ROUTING # _____ ACCOUNT # _____

VII.

This PROPERTY MANAGEMENT CONTRACT is entered into by and between the OWNER and the COMPANY subject to any and all provisions herein, and when signed, shall be binding upon the successors, assigns, heirs, executors, and administrators of the OWNER. This contract shall be assignable by PROPERTY MANAGEMENT COMPANY to any licensed agent in the office or to another duly licensed management company or Brokerage. In this event, the terms of this agreement shall intact and valid with no change to the current terms.

In the event any action is initiated by any person to enforce and/or defend the provisions of this agreement or its enforceability, the prevailing party shall be entitled to recover their costs of suit, including a reasonable attorney's fee and that the venue in such cases shall remain in Salt Lake County, Utah.

The terms of this PROPERTY MANAGEMENT CONTRACT shall be governed by and construed in accordance with Utah Law. The invalidity or un-enforceability of any provision herein shall not affect nor impair any other provisions herein.

The OWNER and COMPANY agree that this PROPERTY MANAGEMENT CONTRACT is not intended to and does not create any joint venture, partnership or other relationship or business association of any kind between them. This PROPERTY MANAGEMENT CONTRACT constitutes the entire agreement between the parties, and no oral or verbal agreement or understanding shall bind either of them. Any and all changes shall be in writing and formally signed and agreed to by both parties.

VIII.

THIS IS A LEGAL BINDING CONTRACT---- READ CAREFULLY BEFORE SIGNING.

SIGNED AND EXECUTED on the _____

Owner

Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

Owner

Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

HRG Management at KW South Valley Keller Williams



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