



## MANAGEMENT AGREEMENT

This agreement is between \_\_\_\_\_, hereafter referred to as "Owner", and Properties Unlimited of TN, hereafter referred to as "Agent."

The effective date of this agreement is \_\_\_\_\_ and will run for a 12 month period. Either party must notify the other party within 60 days of expiration of this agreement of their intentions to renew the agreement. In absence of written notification the agreement will automatically continue on a month to month basis, with a 60 day notice to terminate the agreement.

By virtue of this agreement Owner employs Properties Unlimited of TN to manage the property known as \_\_\_\_\_, \_\_\_\_\_ TN \_\_\_\_\_.

**Owner** authorizes Agent to act on his behalf on the following situations:

- Connecting and disconnecting utilities;
- Screening tenants and negotiating leases;
- Obtaining legal representation to evict tenants and collect delinquent rent and damages; and
- Coordination of repairs under the following guidelines:
  - **Repairs up to \$500.00** can be made without prior approval from Owner. Repairs under \$500.00 will be handled by Agent's in-house maintenance company. See rate schedule addendum. Properties Unlimited of TN's in-house maintenance company can provide bids on Owner authorized repairs. If Owner requests Agent to bid out repairs with other contractors, the in-house company will not provide a bid.
  - **Emergency repairs** (water or heat system failure) and any repairs that affect the health and safety of the tenant will be made if unable to contact Owner within a reasonable time.
  - **Maintenance/Non-emergency repairs** such as painting, carpet replacement, or cleaning will only be done after Owner is notified of necessity and cost. Owner will give prior approval for all non-emergency repairs prior to work being done.

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**Owner** agrees to abide by the terms and conditions of Properties Unlimited of TN's tenant pledge:

- We will rekey the locks before move in.
- We will have the carpets professionally cleaned.
- We will have the home professionally cleaned.
- We will install new batteries in the smoke detectors.
- We will welcome your pets.

**Agent** will provide the following services for Owner:

- Advertise vacancies through on-line services, such as Zillow.com, Rentals.com, and Craigs List, to drive prospective tenants to the LindaDillon.com website.
- Screen and select tenants including report from Equifax Credit Bureau and contact with prior landlord(s).
- Provide lease for tenant to sign.
- Collect deposit. Deposits to be held in escrow account of Properties Unlimited of TN.
- Provide tenant with move-in checklist and maintain a completed copy in the tenant's file.
- Provide monthly statements to Owner, showing rent collected minus items paid on behalf of Owner.

**Owner** agrees to compensate Agent in the following manner:

Retain 10% of all collected rent and 100% of all late fees, based on the following conditions:

1. When tenant moves after fulfilling lease and giving proper notice the property will be assessed for tenant abuse and damages. Any amounts deducted for damages from deposit will be forwarded to Owner without any management fee being deducted. The remaining deposit will be refunded to the tenant.
2. When tenant moves after fulfilling lease and giving proper notice, and there are damages and unpaid back rent and/or late fees, the deposit will be first applied to unpaid rent. This portion will be paid to the Owner minus the 10% management fee. The deposit will then be applied to damages and paid to the Owner at 100%. The deposit will then be applied to unpaid late fees. This amount will be retained by the management company. Any remaining deposit will be refunded to the tenant.
3. When a tenant moves without fulfilling a lease, the complete deposit is forfeited as stated in the lease. The deposit will be used to offset any costs in re-renting the unit. This portion will be subject to the 10% management fee. Owner will receive the balance.
4. When a tenant moves or is evicted and owes rents, fees, or damages, Owner will determine if the manager is to seek legal proceedings to collect these monies. Owner will reimburse any legal fees or warrants paid by the manager. Any amounts of a successful recovery that applies to unpaid rents or loss of rent will be subject to the 10% management fee.

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5. Any amounts recovered through legal action will be first applied to cover legal expenses, then damages, then unpaid rents, and finally to late fees.

6. If tenant fulfills all requirements of lease, and leaves the property in equal condition, minus normal wear and tear, Owner authorizes Agent to refund full deposit to tenant.

**Owner** agrees to provide Agent with proof of liability insurance on all units that are managed.

**Owner** acknowledges the following warranties covering the property:

(  ) No warranties

One year builder warranty \_\_\_\_\_ Date of expiration \_\_\_\_\_

Home buyers warranty \_\_\_\_\_ Date of expiration \_\_\_\_\_

Other warranties \_\_\_\_\_ Specify \_\_\_\_\_

If any of the above warranties apply, provide contact information on a separate sheet. Owner agrees to keep Agent informed of any changes in the warranties on the properties.

**Owner** has reviewed a copy of Properties Unlimited of TN's lease and agrees to abide by all aspects of the lease.

**Owner** is entitled to a copy of the executed lease agreement upon request. The tenant application and other information in the tenant's file will not be released unless Agent receives written approval from the tenant. If this management agreement is terminated the security deposit held by Agent will not be released without the tenant's written approval.

Properties Unlimited of TN is dedicated to upholding all Fair Housing Laws and the spirit of those laws. It is a part of our core business plan and it is the right thing to do.

As a client of Properties Unlimited of TN, I/we, the owner(s) also agree to uphold the Fair Housing Laws and the spirit of those laws. In addition, we agree that approval of tenant applications and negotiations with tenants will be handled exclusively by Properties Unlimited of TN.

**ANY REQUESTS FROM OWNERS NO MATTER HOW INSIGNIFICANT EITHER WRITTEN OR VERBAL THAT WOULD LIMIT THE RIGHTS OF A PROTECTED CLASS UNDER FAIR HOUSING LAWS WILL BE CONSIDERED A VIOLATION OF THIS MANAGEMENT AGREEMENT AND WOULD BE SUBJECT TO IMMEDIATE TERMINATION OF THIS AGREEMENT.**

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# Properties Unlimited of TN Management Agreement – Fees Addendum

## Maintenance

- Service Call.....\$50.00  
Service call includes setting up job; scheduling and invoicing job; and preparing payroll for job. Also handling accounts payable and receiving pertaining to the job.
- Fuel Recovery.....\$25.00  
This fuel recovery fee is added to all maintenance invoices. This is to cover partial fuel, insurance, and repairs of service vehicles.
- Maintenance labor.....\$35.00/hour x number of hours  
Employee hours to and from job, time spent on repair job, including ordering, and picking up parts.
- Parts and materials are in addition to the above charges.

## Heating and Cooling Maintenance

- Heat and Air Service ..... \$75.00 handling fee + Invoice

Heat and Air service work is subcontracted with below market, volume rate pricing. The handling fee includes coordination of scheduling with subcontractor and tenant, communicating estimate, and invoicing job.