

REAL ESTATE MANAGEMENT CONTRACT

THIS MANAGEMENT CONTRACT is made and entered into this _____ day of _____, 19 _____, by and between _____, whose address is _____, hereinafter referred to as "Owner", and

_____, whose address is _____, hereinafter referred to

as "Manager".

WITNESSETH:

WHEREAS, the Owner desires to contract with the Manager for the supervision and management of the Owner's real estate which consists of those properties described in the attached Exhibit "A", hereinafter referred to as the "Property"; and

WHEREAS, the Manager desires to contract with the Owner as an independent contractor to supervise and manage the property of the Owner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

- 1. Retainer. The Owner hereby retains the Manager and the

Manager hereby accepts said retention under the terms and conditions herein, to supervise and manage the property of the Owner for the purposes of the advancement, protection and preservation of the interests of the Owner in and to its property.

- 2. Term. The term of this contract shall begin on the

_____ day of _____, 19 _____, and shall continue in full force and effect to and including the _____ day of _____, 19 _____, at which time it shall terminate, unless sooner terminated as herein provided or unless extended, continued or renewed by an agreement signed by both parties. Each such extension, continuation or renewal shall specify the term, together with any amendments in the provisions hereof.

- 3. Relation of the parties. The Manager is retained by the

Owner only for the purpose and to the extent set forth in this Agreement and his relation to the Owner shall, during the term of this Agreement, and service hereunder, be that of an independent contractor. The Manager shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Owner in connection with any pension, stock, bonus, profit sharing or other benefit provided for the employees of the Owner.

4. Manager's Duties and Responsibilities. Subject to the

conditions and limitations set forth herein and to the requirements of any law or administrative enactment applicable hereto, the Manager shall perform the following:

(a) Administrative:

- (1) Collect all sums, including, but not limited to, deposits, rents, and late charges due the owner.
- (2) Initiate collection actions as deemed appropriate on delinquent rents due the owner. For each "Notice to Pay Rent or Deliver Possession" and subsequent Suit to Recover Possession and/or Suit for Unpaid Rent, prepared and filed by the Manager, the Owner shall pay to the Manager the sum of \$40.00, plus all applicable court costs, or the Owner shall be responsible for legal fees and costs incurred for an attorney of the Owner's choosing to prepare and file same.
- (3) Compile and maintain a current list of tenants and lease terms, the incidental expenses of which will be borne by the Owner.
- (4) Recommend document amendments as may be necessary, implement the Owner's policies and enforce the Rules, Regulations and Policies of the Owner.
- (5) Respond to requests from Tenants as warranted.
- (6) Attend all meetings called by the Owner.

(b) Financial:

- (1) Deposit in a timely manner, all monies received on behalf of the Owner and maintain the bank account for owner's properties.
- (2) Process for payment and approval by the Owner all invoices considered to be routine expenditures and prepare all other payment requests for the Owner's action.
- (3) Maintain suitable records and books of account in accordance with generally accepted accounting principles in which there shall be properly recorded all receipts and disbursements connected with the management and operation of the Owner's property. All such records and books of account shall at all times be open to the inspection and audit of the Owner, or the Owner's duly authorized representative thereof. Upon the termination of this Agreement, all records and books of account shall be retained by the Owner. For purposes herein, all such records and books shall be itemized and organized according to the specific properties of the Owner managed by the Manager.
- (4) Prepare and furnish monthly financial statements to the Owner detailing all receipts and disbursements for each month, such statements to be furnished by the 15th of each month for the preceding month, together with year to date totals of receipts and disbursements.
- (5) Prepare and submit annually, to the Owner, if desired by the Owner, a tentative budget of expenses for the following year of operations and, upon approval of the Owner, prudently supervise and administer the budget in its approved form.
- (6) Upon request of the Owner, arrange for an annual audit of the Owner's books of account by a CPA or other qualified person, as approved by the Owner.
- (7) To notify and obtain the approval of the owner with respect to any expenditure in excess of Two Hundred Fifty (\$250.00) Dollars with respect to the property under management.

(c) Maintenance and Supervision:

- (1) Employ and supervise such staff personnel as are required in the proper maintenance and operation of the Owner's property.

- (2) Purchase all materials, supplies and equipment as needed for the proper maintenance and operation of the Owner's property in a cost effective manner.
- (3) Endeavor to keep monthly expenditures at a minimum by pursuing effective methods and procedures of cost reduction and control and advise the Owner on cost saving initiatives.
- (4) Project and recommend to the Owner, for approval by the Owner, reserve requirements for deferred maintenance and capital expenditures.
- (5) Be responsible for approval and authorization for staff members to fulfill maintenance requests filed by tenants.
- (6) Negotiate and contract, on behalf of the Owner, with contractors and sub-contractors to provide services, including, but not limited to, lawn and ground maintenance, roofing, paving, painting, and exterminating on the premises, as approved by the Owner and supervise said contractors and sub-contractors and their work at the property.
- (7) Routinely and regularly inspect the grounds and buildings and make recommendations to the Owner on requirements for immediate and long term projects necessary to maintain and enhance the property.
- (8) Receive and process applications for lease of the Owner's property.
- (9) Inspect roofing on buildings at least once annually and otherwise as may be necessary.

5. Owner's Duties and Responsibilities.

(a) The Owner shall be responsible for payment of all expenses incurred in the performance of the Manager's duties and responsibilities, including, but not

limited to, postage, printing, professional services, supplies, and materials.

(b) The Owner shall pay the Manager

due and payable on the first day of the month subsequent to the month in which services were performed, for the services of the Manager as set out herein.

- (c) The Owner agrees to indemnify and hold the Manager harmless from any and all claims, suits, debts, or demands arising in connection with the management of the Owner's property and from any and all liability

arising from injury to any person or property, occurring in, on or about the property of the Owner, except to the extent that said claims, suits, debts, or demands were caused by the Manager's negligence in the operation or performance of the Manager's or the Manager's employees' duties.

6. Termination. Without cause, either party may terminate

this Agreement at any time upon thirty (30) days written

notice to the other party.

7. Modification. This Agreement may not be modified, altered

or amended in any manner except by an agreement in writing duly executed by the parties hereto.

8. Assignment. This Agreement is not assignable by the

Manager. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns except as herein above limited.

9. Notices. Any notices to be given under this Agreement

shall be effective at the end of the fifth day following the mailing thereof, first class mail with postage prepaid via the U.S. Mails, to the other party at the address set out herein or such other address as such party may have specified in writing.

10. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action

shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

11. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"Owner"

_____ Witness

Witness

"Manager"

Witness

Witness

EXHIBIT "A"

Property Descriptions

Initials:
