



PROPERTY MANAGEMENT AGREEMENT

AZ ONE REALTY

**PARTIES:** THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the OWNER, \_\_\_\_\_ and **AZ One Realty**, the AGENT.

**PARTIES:** The OWNER appoints the AGENT as the sole and exclusive managing and leasing AGENT of property located at \_\_\_\_\_ in Maricopa County, City of \_\_\_\_\_.

**TERM:** The Term is to begin the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and will end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**RENEWAL:** This agreement will automatically renew every two years with a written notice thirty days before renewal date.

**OBLIGATION OF AGENT:** The AGENT agrees to:

- A. Accept the management responsibility for the above described property and furnish services for the renting, operation and management of said premises.
  - B. Qualify all prospective tenants within the established guidelines.
  - C. Deposit all collections in the AGENT’s Trust Bank Account, which shall be separate from the AGENT’s personal or corporate account.
  - D. Render monthly statements of receipts, charges and expenses to the OWNER. In the event the disbursements and charges are in excess of the receipts, the OWNER agrees to pay such excess promptly.
- Nothing herein contained shall obligate the AGENT to advance funds on behalf of the OWNER.

**OWNER COVENANTS:** Regarding management of the property, the OWNER hereby gives the AGENT the authority to contract in the OWNER’s name and at the OWNER’s expense, and to:

- A. Advertise the Property and display signs thereon.
- B. Rent the above described property and sign, renew and/or cancel leases.
- C. Institute and prosecute actions to remove tenants and to recover possession of the property. To sue for and recover rent, and when expedient, to settle, compromise and release such actions or suits or to reinstate such tenancies.
- D. Make or cause to be made all ordinary repairs and replacements necessary to preserve the premises in its present condition and for the operating efficiency thereof and all alterations required to comply with the lease agreement, and applicable minimum housing codes and all other applicable codes and laws.

Negotiate contracts for non-recurring items not exceeding \$500.00 per item, and to enter into agreements for all necessary repairs and maintenance, minor alterations and utility service and to pay all bills from the property account. The AGENT shall pass on to the OWNER any rebate or discount which the AGENT shall obtain.

Hire and discharge other employees to perform services or improvements to the property: however, it is expressly understood and agreed that all employees, contractors or subcontractors, or other persons engaged to perform services or improvements are and shall be in the employ of the OWNER and the managing AGENT shall in no way be liable to employees, contractors, subcontractors or other persons engaged to perform services or improvements to the property for their wages, or compensation nor shall the managing AGENT be liable for acts or omissions on the part of any employees, contractors, subcontractors, or other persons engaged to perform services or improvements to the property.

- E. Collect rents and impose any late charges or return check fees as deemed necessary. It shall be further agreed that any late charges or returned check fees shall be retained by the AGENT over and above the AGENT’s due commission.

**COMPENSATION:** Upon the initiation of this agreement, OWNER agrees to pay the AGENT an administrative fee of \$100.00. In return for leasing and managing the above described properties, the OWNER agrees to pay the AGENT \_\_\_\_\_ percent of all gross amounts collected from rent and all other sources or \$35.00 per month, which ever is greater (\$35.00 minimum fee will be charged during vacancy unless OWNER wishes to assume the expense of advertising availability for rent in which case there is no fee during vacancy). Owner agrees to maintain a \$ \_\_\_\_\_ balance for emergencies and other purposes.





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TERMINATION: This agreement may be terminated upon thirty (30) days written notice by either party. In the event of termination of this management agreement by the OWNER within the first six months, for any reason, the OWNER agrees to compensate the AGENT at the rate of eight percent (8%) for the current term of leases obtained by the AGENT. Upon termination of property management agreement the AGENT shall provide the OWNER with a final accounting of the property's financial status that includes:

- 1. Within 5 days, a list of all tenant security obligations.
2. Within 35 days, reimbursement of all monies remaining in the property accounts maintained by the agent, except for monies needed for unpaid obligations incurred during the term of this agreement.
3. Within 75 days, a final accounts receivable and payable list.
4. Within 75 days, a final bank account reconciliation.

HOLD HARMLESS CLAUSE: OWNER shall save the AGENT harmless from all damage suits and costs incurred therefrom in connection with the management of the property and from liability from injuries suffered by and employee or other person whomsoever and to carry, at his expense, necessary liability and compensation insurance adequate to protect the interest of the parties hereto, which polices shall be so written as to protect AGENT in the same manner and the same extent as the OWNER.

OTHER PROVISIONS: If property is rented through an agent, other than the Management AGENT, OWNER agrees to pay said AGENT \$200.00 finder's fee.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

BROKER SIGNATURE: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

BROKER ADDRESS: \_\_\_\_\_

HM PHONE \_\_\_\_\_ WK PHONE \_\_\_\_\_

FILE CODE \_\_\_\_\_

OWNER SS # \_\_\_\_\_

LOG # \_\_\_\_\_

E-MAIL \_\_\_\_\_