



MANAGEMENT AGREEMENT

_____ the undersigned owner, hereby employs the undersigned Manager (Real Property Management) exclusively to rent, lease, operate and manage real property situated at:

Manager's Obligations

Owner hereby confers upon the Manager the following, duties, authority and powers:

1. Leasing: To advertise the availability for rent of the property or any part thereof and to display "For Rent" signs thereon; to execute leases, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the Owner such notices as Manager deems appropriate; to institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle, compromise and release such actions.
2. Rents: To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for Owner in a trust account, which may be interest-bearing, with a qualified banking institution. Any interest from this trust account shall be paid to Manager to offset banking transaction and other costs. Manager shall not incur any liability for bankruptcy or failure of the depository.
3. Maintenance: To supervise and discharge all labor required for the operation and maintenance of the property. To maintain the property in case of vacancies.
4. Service Contracts: To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Manager shall deem advisable and/or necessary.
5. Repairs: To take charge of repairs, decorating and alterations and to purchase supplies therefore. Manager agrees to obtain Owner's prior authorization for any and each expense item in excess of \$____, (\$250 minimum) except monthly or recurring operating charges or emergency repairs, or in the event the owner is not reasonably available for consultation, if the Manager deems such protection of the property from damage or to perform services to the tenants provided for in their lease.
6. Disbursements: To accrue and make disbursements from Owner's funds for: utilities, advertising, maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, late fees, refundable/nonrefundable deposits, management fees and to remit monies to owner or into owner's other accounts.
7. Periodic Statements: To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Manager's duties set forth herein.

Owner's Obligations

8. **Management fees:** Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and shall compensate Manager in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Manager from receipts. Management company fees charged to tenants include NSF check charges, serving fees, non-refundable deposits, lease renewal fees and collection fees. Management fees: 8 % of gross rents (minimum \$80.00 monthly). 50 % of late fees. 3 % of gross sales price if tenant purchases property. Repairs are usually performed by internal maintenance people or preferred vendors that provide rebates/commissions/etc to management company. Initial Set-up Fee: \$395 (one time only).

9. **Hold Harmless:** Owner agrees to hold the Manager harmless from the damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense adequate public liability. The Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Manager's compensation or if Manager successfully defends any action brought against Manager by Owner, relating to the property, Owner agrees to pay all costs incurred by Manager in connection with such action, including a reasonable attorney's fee. Any suit brought against Manager must be filed in the state of California.

10. **Data and Records:** Owner agrees to make available all data, records and documents pertaining to the property which the Manager may require to properly exercise Manager's duties hereunder.

Other Terms

11. **Assignability:** This agreement is expressly assignable to another qualified property manager at the discretion of Real Property Management.

12. **Terms:** This agreement supersedes all previous management agreements, both verbal and written. This agreement will be for a period of one year starting from the execution date and will be automatically renewed, annually, from the original execution date, unless written notice is received 30 days prior to renewal. If owner prematurely terminates agreement for any reason, owner will pay to manager the balance of three months management fees. Upon termination, all monies due owner, if any, will be returned within 30 days.

Property Owner	Date	SSN	Real Property Management	Date
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Property Owner	Date	SSN
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Address

City/State/Zip

Telephone Number

Eviction Protection Plan

Yes Eviction Protection Plan

For eviction services, \$15 per month per unit managed for which Agent agrees to pay legal fees and court costs in connection with an Unlawful Detainer Action for all tenants placed on the property by Real Property Management. Additionally, should the tenant request and be granted a jury trial for the Unlawful Detainer Action, the Owner agrees that Agent will not be responsible to pay any costs incurred to litigate this case.

Eviction services for existing tenants: In the event an Unlawful Detainer Action is necessary within the first one hundred eighty (180) days of this Agreement, for a tenant that was in the premises prior to the commencement of this Agreement, the Owner shall be responsible for all expenses incurred in connection with the Unlawful Detainer Action. If the property is vacant when this Agreement begins this paragraph does not apply

No Eviction Protection Plan

Owner opts to not participate in the Eviction Protection Plan. Therefore, owner will be charged approximately \$350 to initiate an eviction and a total of approximately \$700 to complete an eviction, or actual costs, whichever is greater. This will be assessed when an actual eviction is processed.

Owner Signature

Date

Owner Signature

Date