



All County® Marion Property  
Management

**Exclusive Rental  
Management Agreement**  
**REV 161010 P 1**

1. **PARTIES:** This agreement between \_\_\_\_\_, the owner Or legally appointed representative of the premises, hereafter called LANDLORD and FHG Property Management LLC, DBA All County Marion hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. **EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:** Owner hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease and manage LANDLORD'S property known as:

**SEE LIST BELOW ABOVE SIGNATURE LINE ON PAGE 5**

under the terms and conditions herein set forth. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with BROKER with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER'S name alone, or in the names of both.

3. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties, successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 13. The term shall begin on this \_\_\_\_\_ day of \_\_\_\_\_, **20** and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

4. **MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES:** LANDLORD expressly grants to BROKER the following authority, powers and rights.

- A. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. AN ADDITIONAL SECURITY DEPOSIT MAY BE COLLECTED AT BROKERS DISCRETION. Any deviation from these terms must be agreed upon by all parties *in writing*. LANDLORD *agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.*
- B. Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
- C. To prepare and negotiate new leases and renewals of existing leases in which BROKER is authorized to execute.
- D. BROKER *is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient*

management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.

- E. To change locks on the property between tenancies for safety and security reasons.
- F. To place "For Rent" signs on the property unless prohibited by applicable HOA bylaws or local ordinances.
- G. To place a lock box on the property unless prohibited by applicable bylaws or local ordinances.
- H. BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenants) as may be necessary.
- I. LANDLORD agrees that any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and attorney's fees to evict tenants) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same.
- J. In the event tenants vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER.
- K. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by LANDLORD and/or BROKER or to comply with applicable building housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. LANDLORD'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed three hundred dollars (\$300.00) in cost, except for emergency repairs. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in Broker's sole judgment for the safety of the tenants) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit.
- L. To collect from applicants or tenants any or all of the following: administrative fee, application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenants) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees need not account for such fees to LANDLORD. Funds collected from tenants each month shall be applied to tenant's obligations chronologically beginning with the earliest obligation incurred.
- M. To receive interest on any BROKER trust accounts, and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts, and agent need not account for such interest earned to LANDLORD.
- N. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. Statements and financial disbursements will be made monthly-customarily between the 15<sup>th</sup> and 20<sup>th</sup> of each month, but in no case will disbursements be made until tenants) funds have cleared BROKER'S bank. In the event disbursements should be made in excess of Income collected, LANDLORD shall pay back such excess promptly to BROKER.
- O. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit/fee or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

#### **5. LANDLORD ASSURANCES AND (RESPONSIBILITIES):**

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with BROKER Three Hundred ( \$ 300.00) per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- C. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- D. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages,

proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, In any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

6. **INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 *per occurrence* and shall furnish BROKER with proof of insurance and a copy of the declaration page within 14 days of the execution of this agreement. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.
7. **UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities In their own name. In any lease where the tenants) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).
8. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the tenants) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.
9. **FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$30.00 to provide same. (The \$30.00 fee is subject to change with notification by first class mail). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys (if applicable) to the BROKER. In unfurnished units, LANDLORD will provide window treatments/basic blinds and screens for windows and doors (if applicable) and their hardware or authorize BROKER to purchase and install same.
10. **DAMAGES or MISSING ITEMS:** BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to Broker.
11. **OFFICE SERVICES AT OPTION TO LANDLORD:** Broker provides direct deposit free of charge to deposit funds into LANDLORD'S account. LANDLORD may request a paper check mailed at \$10 per check. BROKER provides online statements free of charge with a specific set of dates, which are to be run from the 16<sup>th</sup> to the 15<sup>th</sup> of the months. Documents **available** and older than 3 months may be emailed for \$1 per document page or mailed at \$5 per document page.
12. **BROKER COMPENSATION:** BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

**A. START UP FEE:** There is no start-up fee with All County.

**B. FOR LEASING (with management services):**

- a. **LEASING:** Upon BROKER filling a vacancy with an approved tenant, a one-time Leasing fee of 1/2 of a full month's rent or a minimum of \$400, whichever is greater. **THIS IS A ONE-TIME MANDATORY FEE**, which covers a wide variety of services such as advertising, showing vacant unit(s), fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable local and state taxes from funds received from tenant(s), preparation of Federal Form # 1099, etc.
- b. **LEASE EXTENSIONS:** In the event there is a new lease entered into by a current tenant, a Lease Renewal fee of **\$300** is due upon execution. In the event LANDLORD agrees to any lease with a contracted term over 1 year, an additional Lease Extension fee of \$300 is due upon execution above and beyond Leasing or Renewal Fee.
- c. **LEASE GUARANTEE:** If a tenant has been qualified by BROKER and defaults within the first 6 Months of original lease term, BROKER agrees to reduce leasing fee by one half (1/2) when re-leasing property.

**C. FOR MANAGEMENT:** The management fee will be 10% of all rents received or a minimum of \$75 per month, whichever is greater. This fee is collected ONLY when rents are collected that month, so if no money is collected, no fees are charged. This 10% fee is collected also on any money received by tenants to pay for charges such as utilities, repair damages, concessions to the tenant for hotel, etc.

**D. MAINTENANCE SURCHARGES:** There is no mark-up of any bill paid on behalf of the LANDLORD by BROKER.

**E. COMPETITOR MATCH:** We will match our competitors' contracts within 25 miles of our office. Offer subject to verification & prudence.

**F. PRE-EXISTING CONDITION COORDINATION:** As BROKER typically does not receive any compensation while a unit is vacant, in the event the property requires extensive amount of effort prior to placing the property on the market, either due to pre-existing conditions or from damages caused by a tenant BROKER did not procure, LANDLORD agrees to pay BROKER a one-time fee based on the following schedule:

Up to 2 contractor bids: Free. (Example: Minor handyman items, paint, and carpet).

For 3 or up to 4 contractor bids: 1/2 of one full month's rent or a minimum of \$300, whichever is greater.

Handling the eviction legal paperwork (of the courts and an attorney) of any tenant not procured by BROKER, LANDLORD agrees to pay BROKER a flat fee of \$300.

BROKER will not place a tenant using government assisted housing vouchers on a vacancy, unless LANDLORD explicitly requests it, and if so LANDLORD agrees to pay BROKER a fee of \$250 for handling paperwork and inspections with the government assisted housing authority. An additional fee of \$150 will be charged to the LANDLORD for lease renewals for government assisted housing in addition to the lease extension/renewal fee.

**G. IF BROKER IS LEASING ONLY, NOT MANAGING (aka: EARLY TERMINATION OPTION)**

- a. A \$125 advertising fee must be paid to BROKER upfront, before advertising will start.
- b. Upon BROKER filling a vacancy with an approved tenant, a one-time leasing fee of a full month's rent will be due from LANDLORD. This will cover a wide variety of services such as showing the vacant unit, collecting applications, screening all prospects, full lease execution, confirmation of utility transfers, collection of security deposit, closing out of the account.

**H. TRANSACTIONAL SALE:** In the event the property, in part or whole, shall be offered for sale to a tenant or buyer procured by BROKER at any time, even after tenancy has been terminated, and even after management agreement has been terminated, LANDLORD agrees to pay BROKER a commission equal to 6% of the gross sales price of the property upon closing of any such sale.



\*\*\*IMPORTANT NOTICE \*\*\*

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenants) race, color, national origin, religion, sex, disability, familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

EXECUTED this day of: \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Broker All County Marion