

PROPERTY MANAGEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 20_24__ by and between _____
(herein
“Agent.”)

The parties, for good and valuable consideration as is set forth, and intending to be legally bound, agree as follows:

1. **Appointment and Acceptance:** Owner hereby appoints Agent as its sole and exclusive Agent of Owner to lease and manage the Rental Property as defined in paragraph 2, under the terms of this Agreement. Agent accepts said appointment and shall furnish the services described herein for the leasing and management of the rental property, and Owner agrees to pay all expenses relating to those services as set forth herein.

2. **Description of Rental Property:** The property to be managed by Agent under this Agreement is located at _see addendum A “ Properties ”_____ and is herein referred to as the “**Rental Properties**”.

3. **Term:** This Agreement shall become effective on and shall continue in full force and effect for a minimum of one (1) year beginning_____. This Agreement shall automatically renew for additional one (1) year periods unless either party serves written notice of cancellation via certified mail to the other party at least sixty (60) days prior to the expiration of the then effective one (1) year period. Early termination fee \$ 350. Final reports within 60 days.

4. _____ Upon execution of this agreement, Owner shall remit to Agent the sum of \$___100.00___ as a non-refundable set up fee, plus an additional sum of \$_____ of _____ reserve stated above at all times to enable Agent to fund the obligations of Owner under this agreement.

5. **Leasing Vacant Space:** Agent shall use all reasonable efforts to lease Rental Property to desirable tenants. Agent is authorized to advertise the rental property or portions thereof using whatever means Agent may deem proper and advisable. Agent is authorized to place signs on the rental property advertising the rental property for rent, provided such signs comply with applicable laws. Agent is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of leases and to cancel and modify existing lease, whether procured by Agent or Owner.

6. **Collection and Remittance of Income:** Agent is authorized to collect rents and other income from the Rental Property promptly when such amounts become due and shall deposit all amounts so collected in a bank account maintained by Agent. Agent may withdraw from such bank account all disbursements, which under this Agreement, are to be made at the expense of the Owner. Agent is further authorized to pay or reimburse itself for all other sums due Agent under this Agreement, including Agent’s compensation under paragraph 11 hereunder. If the balance in an Owner’s account is at any time insufficient to pay disbursements due and payable under

this agreement, Owner shall immediately, upon notice from Agent, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve (if applicable). In no event will Agent be required to use its own funds to pay such disbursements, nor shall agent be required to advance any monies to or on behalf of the Owner. Agent shall also not be liable for any damages or penalties that result from said deficiency if payments are not made on behalf of Owner. If Agent elects to advance any money in connection with the rental property to pay any expenses for Owner, such advance shall be considered a loan from agent to owner subject to repay with interest, and Owner hereby agrees to reimburse agent including interest as provided in paragraph 11 hereunder and hereby authorizes agent to deduct such amounts from any monies due owner. Agent shall, on a monthly basis, pay to the owner the owners share of the amounts in such accounts. **ALL OWNER DISBURSEMENTS OF RENTAL PAYMENTS RECEIVED WILL BE DISBURSED END OF EACH MONTH TO THE OWNER.**

7. Security Deposits: The Agent shall hold all security deposits paid by tenants and shall retain all collected funds in an appropriate escrow account as per the Pennsylvania Landlord and Tenant Act of 1951.

8. Maintenance and Operation: Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Rental Property in its present condition and for the operating efficiency of the rental property, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements, provided the expense to be incurred for any items of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$ 350.00 unless such expense is specifically authorized by the Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency where repairs are immediately necessary for the preservation and safety of the rental property, or to avoid the suspension of any essential service to the rental property, or to avoid danger to life or property, or to comply with federal, state, or local law. Such emergency repairs shall be made by Agent at Owners expense without prior approval and Owner agrees to reimburse Agent for such expenses. Agent is authorized to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alteration, and utility services. Agent shall be authorized to make, in Owners name and at Owners expense, contracts on Owners behalf for electricity, gas, fuel, or water and such other services as Agent shall deem necessary or prudent for the operation of the Rental Property.

9. General Authority/Employees: Agent is authorized to perform all services, in addition to the forgoing, necessary for the management of the rental property. Such services shall include: to employ, discharge, supervise and pay on behalf of Owner, and at the expense of the Owner, all servants, employees, or contractors considered by the Agent as necessary for the maintenance and operation of the Rental Property, and to engage attorneys to commence, prosecute or defend any legal action which the agent deems necessary to dispossess any tenant or other person from the rental property, or to otherwise enforce any lease or contract or agreement executed by Agent on behalf of the Owner or to defend any action filed against Agent or Owner. The Agent shall not be liable to the Owner or to others for any act or omission on the part of such employees or attorneys if the Agents have taken reasonable care in their selection.

10. Attorney-In-Fact: Owner does hereby appoint Agent as its attorney in fact, and as such does hereby authorize said Agent to negotiate and execute on behalf of Owner all leases, extensions, renewals, or other contracts or agreements as Agent deems are reasonable necessary for the management of the Rental Property, and to commence any and all legal actions as Agent deems necessary to enforce any lease, extension or renewal, or to evict any tenant in the name of the Agent or Owner or to defend any action brought by any party against the Agent or Owner in connection therewith. Agent is authorized to engage counsel and to pay such fees and costs as may be necessary to enforce any lease extension or renewal or to other contract or agreement executed by Agent on behalf of Owner in connection with the management of the Rental Property or to defend any action brought by any party against Agent or Owner in connection therewith. All evictions will be handled by a licensed real estate attorney, specializing in landlord and tenant hearings, at the owner's expense. All court and attorney costs and fees will be added to the tenant's ledger balance. The attorney will attempt to add court and attorney costs to overall judgement at hearing, but is by no means a guarantee of refund of any cost and/or fees for any hearing or appeal.

11. Compensation of Agent: The Owner shall pay the Agent the following compensation:

(A) For Management

___\$ 85.00 per door___ from the Rental Property. An additional \$___1.47___ per door

(B) For leasing

___100 % ___ of the first month's rent amount on all leases
to new tenants secured by Agent

(C) For Renewal of Leases:

\$___225.00___ will be charged for negotiation and preparation of a renewal of lease agreement, term.

We do not manage section 8 properties.

(D) For Extraordinary Services – If Agent is required or authorized to perform services not customarily a part of the usual services performed by a managing Agent, Owner shall pay Agent additional compensation in an amount to be agreed upon between the parties. Such services include, but are not limited to: extraordinary repairs made to the Rental Property; the Rental Property is reconstructed, modernized, rehabilitated; the Rental Property is restored after fire or other perils; supervision of general contracting, architectural, or engineering services; employing a collection agent for the purpose of collecting delinquent tenant charges.

(E) Any evictions that go beyond the magistrate level to the appeals court.

Refer to the Fees Disclosure for details

12. Agents Liability/Indemnification: The Owner acknowledges and agrees that the Agent is acting as Agent for Owner only in leasing and managing the Rental Property. Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous Owners of Rental Property, or any previous management or other Agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligation owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for violation or any obligations or responsibilities of Owner with respect to the Rental Property under any environmental lease or regulations, including but not limited to any Lead Based Paint violations. Owner shall indemnify, defend and save Agent harmless from all causes of action, demands, suits, debts, liability, damages, costs, expenses (including attorney's fees). In connection with Agents performance in good faith under this agreement. Owner shall further indemnify and save Agent harmless and defend Agent from a liability or claim for personal injury or property damage incurred or occurring in, on or about the Rental Property or on the premises upon which the Rental Property is located. Owner's obligation to defend and indemnify Agent hereunder survives the termination of this agreement. No indemnification shall be provided if Agent acts in any manner in violation of statute or ordinance, or detrimentally to the Owner.

13. Insurance: Owner shall keep in force adequate insurance against physical damage (e.g. fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the rental property. **Agent shall be covered as an additional insured on all liability insurance maintained with respect to the rental property. Liability insurance shall be adequate to protect the interests of both the owner and agent and in form, substance, and amounts reasonably satisfactory to agent. The amounts and types of insurance shall be acceptable to both the owner and the agent, and Owner shall deliver proof of all insurance to agent in a form acceptable to the agent.**

14. Termination for Cause: Either Owner or Agent may terminate this agreement in the event of the dissolution, cessation of business (for any cause whatsoever), bankruptcy, insolvency, or assignments for the benefit of creditors of or by the other party. Owner shall give written notice to agent within (5) days of the occurrence of any of the foregoing events. In the event of a bona fide sale of Rental Property by Owner, wither by Owner or Agent may terminate this agreement upon giving to the other at least thirty (30) Days prior written notice by certified mail of such termination, effective if such sale is consummated in addition either party may terminate in the event of any default by the other party of its obligations under this agreement for a continuous period of forty five (45) days after written notice specifying the default and providing the opportunity with such period to cure the default. Any delays in performance of any obligation of agent under this agreement shall be excused to the extent that such delays are caused by events not within control of Agent, and any time periods required for performance shall be executed accordingly. Agent may assign its rights and delegate its duties under this agreement.

15. **Non-Discrimination:** Owner understands that in leasing the property, both Agent and Owner must fully comply with all laws and regulations of the Fair Housing Act which prohibits discrimination on the basis of race, color, creed national origin, sex, handicap or familial status.

16. Notice hereunder shall be valid if mailed to Red Door Property Management at this address: 1597 Washington Pike A38-217 Bridgeville PA 15017

17. **Miscellaneous:**

- (a) Agent does not take responsibility for having any utilities turned on, or putting said account its name during a vacancy. Owner shall cause the utilities to revert back into the Owner's name to avoid service interruption.
- (b) Agent will handle any frozen pipe issues, but is not responsible for any damages.
- (c) Agent does not pay any mortgages, insurances and taxes relative to the Rental Property. It is the Owner's responsibility to make sure that all tax and insurance bills are paid promptly.
- (d) It is up to Owner to make sure that it has an occupancy permit for each unit, and that the building is in full compliance with current building and zoning codes.
- (e) In properties where the water is separate and can be paid by the tenant, Owner can either place the water and sewage in its name and Agent will raise the rent to cover some or all the water bill, or each month Agent will bill back these utilities to the tenant. A fee of \$ 5.00 per bill per unit (per month) will be added. It is highly advised that the owner receive an owner's copy of the billing, as an alert if the bill is not paid to avoid liens, shutoffs, etc.

PROPERTY MANAGER:

Bonnie Wisniewski _____

OWNER: Printed Name _____

Signature: _____

EIN / SSN (for 1099) _____

ADDENDUM “ A ”

PROPERTIES

The properties being managed are listed as:

Property 1

Address	City	Zip
SFH or MULTI	Vacant ? (Y/N)	

Property 1

Address	City	Zip
SFH or MULTI	Vacant ? (Y/N)	

Property 1

Address	City	Zip
SFH or MULTI	Vacant ? (Y/N)	

Property 1

Address	City	Zip
SFH or MULTI	Vacant ? (Y/N)	

Property 1

Address	City	Zip
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