

MANAGEMENT AGREEMENT CONTRACT

This agreement, made this ____ day of _____, 20____, between the Owner, _____, hereinafter called the Owner, and Finders Keepers, hereinafter called the Agent, whereby the Owner appoints the Agent the Exclusive Agent to rent, lease, operate, control, and manage the following described property:

PROPERTY TYPE: _____.

ADDRESS: _____.

CITY: _____ STATE: Texas

COUNTY: Brazos ZIP CODE: _____.

In consideration of the mutual covenants set forth below, Owner and Agent hereby agree as follows:

I. TERM

The term of this agreement shall commence on the ____ day of _____, 20____, and shall continue for a period of one (1) year. After a period of one year (1) from commencement date, either Owner or Agent may cancel the agreement by giving to the other party at least thirty days (30) written notice of termination. Unless written notice of termination is given, this contract shall automatically renew on a yearly basis.

II. AGENT'S AUTHORITY

Owner hereby grants Agent the right to rent or lease the property; to inspect the property at such time as the Agent deems necessary; to collect all rental funds, late fees, insufficient funds and charges, security deposits, and any other funds that may be due; to advertise the property, including placing a sign on or at the property; to compromise and settle claims; and to make reasonable effort to collect all delinquent accounts due Owner.

III. MAINTENANCE AND REPAIRS

Owner hereby grants Agent the right to perform all duties necessary to maintain property in a safe and habitable condition, in compliance with all city, county and state health ordinances and regulations. Owner hereby authorizes Agent to hire, pay, supervise, and discharge or cause to be hired, paid, supervised, or discharged all employees and independent contractors necessary for property maintenance, operation, and repair of said property at Owner's expense. Agent hereby agrees to contact Owner before any single expenditure in excess of two hundred dollars (\$200.00) is incurred, except in the event of emergency repairs. Owner agrees to leave on deposit with Agent money in the amount of two hundred dollars (\$200.00) for execution of untimely repairs and maintenance, hereinafter known as the Repair Deposit.

IV. DISBURSEMENTS

Agent shall make all disbursements for expenses directly related to said property from said property funds.

- A. ACCOUNTING: Agent shall maintain books of an account in accordance with accepted accounting practices to reflect all receipts of income and all expenditures or disbursements relating to management of the property. Owner hereby agrees that Agent shall maintain in an account separate from the operating account of Agent and from the management account of Agent all security deposits secured for the performance of all lease agreements applicable to said property.
- B. MONTHLY STATEMENTS: Agent shall render to Owner a monthly statement showing all income and expenses.
- C. OWNERS DISBURSEMENT: Agent shall render Owner a check from rents received, less expenses, on the 10th or first business day following, of each month. The rendered disbursement may have, but is not limited to, the following withheld: Repair Deposit as noted in paragraph III, monies for an owner approved expense not yet paid, and/or an emergency expense not yet paid.

V. LIABILITY AND INSURANCE

- A. AGENT LIABILITY: Owner hereby releases Agent from any liability involving said property excepting where Agent's actions have been negligent and fault thereby occurs. Agent, at Agent's expense, shall carry a broad form comprehensive general liability insurance policy.
- B. OWNER LIABILITY: It shall be the Owner's sole responsibility to ensure that proper insurance coverage is in effect for said property based on minimum state standards and including liability and hazard insurance. Owner will provide Agent with proof of such coverage and with the name and address of Owner's insurance agent.
- C. INDEMNITY: Owner agrees to indemnify and hold harmless the Agent, his employees, agents, contractors, and servants for any claims, debts, demands, suits, costs, or charges, including necessary attorney's fees, that may arise in connection with the management of said property.
- D. If any legal actions are brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from other party reasonable attorney's fees in addition to any other relief which may be awarded in the final judgment.

VI. TERMINATION OF AGREEMENT

- A. EXPIRATION OF CONTRACT: At the expiration of the term of this contract, termination of this agreement can be executed by either party giving thirty (30) days written notice.
- B. BY OTHER ACTS: This agreement shall be terminated and except as to liabilities of claims which shall have accrued or arisen prior to such terminations, all obligations herein shall cease upon the filing by either Owner or Agent of a petition of bankruptcy, or if either party shall make an assignment for the benefit of creditors, or after either party gives thirty (30) days notice in writing by certified mail to the other party.

VII. ASSIGNMENT

This agreement cannot be assigned to another party unless written approval is secured from the other party. This agreement shall be binding upon all heirs and recipients of Owner of said property.

VIII. COMPENSATION OF AGENT

In consideration for the services to be rendered to the Owner by the Agent under this agreement, the Owner agrees to pay the Agent a management fee of _____ percent (____ %) of the gross monthly rents collected. All late charges and returned check fees will be retained by the Agent. Owner shall pay Agent one half (50%) of one month's rent as a lease commission for renting unit and \$50.00 for each subsequent lease renewal.

In the event of the Owner's bankruptcy, appointment of a receiver to manage the premises or commencement of foreclosure proceedings, voluntary or involuntary against the Owners, the Agent is expressly authorized to remit to the Owners or other designates person any of the Owners funds then remaining in the Agents hands, after having deducted from Owners funds a sum equal to three (3) months management fees, as liquidated damages. In the event the property is sold, placed under contract for sale or exchanged during the term of this agreement by any person including the Owner, to any person, firm or corporation, Agent shall be entitled to a referral fee of 20% of commission from listing broker. All sums due Agent by any provision of this agreement, may be deducted from funds held by Agent for benefit of Owner. Owner acknowledges that Agent will retain any interest earned on monies held by Agent for Owner.

X. OTHER PROVISIONS

- A. This written instrument contains the entire agreement between the parties hereto, and no representations, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect.
- B. There may not be any changes or amendments to this agreement unless all changes and amendments are placed in writing and agreed to in writing by both parties to this agreement.
- C. In every case the Owner maintains the final authority and control over the property. Special instructions are as follows:

Acknowledged and agreed to and executed in duplicate copies this ____ day of _____, 20____, in the County of Brazos, State of Texas.

OWNER

AGENT

OWNER INFORMATION:

OWNER'S ADDRESS:

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

TAX ID NUMBER: _____

EMAIL ADDRESS: _____

FIRE INSURANCE POLICY #: _____

DWELLING INSURANCE POLICY #: _____

LIABILITY INSURANCE POLICY #: _____

INSURANCE AGENT & PHONE #: _____

ACCOUNTING INFORMATION:

Please make owner disbursements checks payable to:

And mail to the following address: _____

If deposited please specify:

Name of Bank: _____

Account #: _____

****Please enclose deposit slips and mailing envelopes from your bank****

PROPERTY DESCRIPTION

Pictures: Yes No

OWNER: _____

DATE: _____

PROPERTY ADDRESS: _____

TYPE: _____ APPROX SQ. FOOTAGE: _____ YEAR BUILT: _____ STRUCTURE: _____

SPACE:

____ Bedrooms
____ Bathrooms
____ Living
____ Dining
____ Study

FENCING:

____ Full
____ Partial
____ Privacy
____ Chain Link
____ NONE

FIXTURES:

____ Ceiling Fans
____ Fireplace
____ Security Lights
____ Storage:
____ Closet
____ Building

AIR CONDITIONING:

____ Central
____ Window

APPLIANCES:

____ Refrigerator
____ Stove
____ Electric
____ Gas
____ Vent Hood
____ Garbage Disposal
____ Microwave
____ Ice maker
____ Dishwasher
____ Washer/Dryer
____ Washer/Dryer Connections
____ Electric
____ Gas

UTILITIES PAID BY OWNER

____ Water ____ Electric
____ Sewer ____ Gas
____ Garbage ____ NONE

FLOORING:

____ Carpet ____ Hardwood
____ Vinyl ____ Vinyl Plank
____ Tile

HEATING

____ Central
____ Gas
____ Electric
____ Space
____ Panel
____ Window

LAWN CARE PAID BY:

____ Owner ____ HOA
____ Tenant ____ Front Yard Only

PARKING:

____ Garage
____ 1
____ 2
____ Parking Permits
____ Number of Permits
____ Carport
____ Garage Door Opener
____ Assigned Parking
____ Assigned Spaces
____ Assigned Spaces

WINDOW COVERINGS:

____ Blinds
____ Drapes
____ NONE

PEST CONTROL CARE PAID BY:

____ Owner ____ HOA (outside)
____ Tenant

ALARM:

____ Yes ____ No
Code: _____

ANIMAL(S)

____ Yes ____ Negotiable
____ No ____ Weight Limit

OTHER FEATURES:

____ Patio ____ Fenced Patio
____ Deck ____ Fenced Deck
____ Water Well ____ Septic Tank
____ Sprinklers ____ Propane Tank

HOA Rules & Regulations

____ Yes ____ No
____ Name of HOA
____ Mgmt Company

AMENITIES: _____

PET RESTRICTIONS: _____

SPECIAL PROVISIONS: _____

PREFERRED VENDORS: _____

NOTES: _____

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) City, state, and ZIP code		Requester's name and address (optional)
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,