

# Management Agreement

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

- PARTIES** In consideration of the covenants herein contained \_\_\_\_\_  
 (hereinafter called "Owner"), and \_\_\_\_\_  
 (hereinafter called "Agent"), agree as follows:
- EXCLUSIVE AGENCY** 1. The Owner hereby employs the Agent exclusively to rent, lease, operate and manage the property know as \_\_\_\_\_  
 upon the terms hereinafter set forth for the period of \_\_\_\_\_ beginning on the \_\_\_\_\_  
 day of \_\_\_\_\_ 20\_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_, and thereafter for annual periods unless on or before sixty (60) days prior to the date last above mentioned, or on or before thirty (30) days prior to the expiration of any such renewal period, either party hereto shall notify the other in writing of an intention to terminate this agreement in which case this agreement may be terminated prior to the last mentioned date. Either party may terminate this agreement upon thirty (30) days written notice after the expiration of \_\_\_\_\_ months of the original term.
- RENEWAL**
- TERMINATION**
- RENTING OF PREMISES AGENT TO NEGOTIATE LEASE** 2. The Agent accepts the employment and agrees:
- a) To use due diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of his/its organization for the renting, leasing, operating and managing of the herein described premises.
  - b) To render monthly statements of receipts, expenses and charges and to remit to Owner receipts less disbursements. In the event the disbursements shall be in excess of the rents collected by the Agent, the Owner hereby agrees to pay such excess promptly upon demand of the Agent.
  - c) To deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust account in a national or state institution qualified to engage in the banking or trust business, separate from Agent's personal account. However, Agent will not be held liable in event of bankruptcy or failure of depository.
  - d) Agent's employees who handle or are responsible for Owner's monies shall be bonded by a fidelity bond in adequate amount.
- MONTHLY STATEMENTS**
- SEPARATE OWNER'S FUNDS**
- BONDED EMPLOYEES**
- AGENT'S AUTHORITY** 3. The Owner hereby gives to the Agent the following authority and powers and agrees to assume the expenses in connection herewith:
- a) To advertise the availability for rental of the herein described premises or any part thereof, and to display "for rent" signs thereon; to sign, renew and/or cancel leases for the premises or any part thereof; to collect rents due or to become due and give receipts therefore; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions; to evict tenants and to recover possession of said premises; to sue for in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies. Any lease executed for the Owner by the Agent shall not exceed \_\_\_\_\_ years.



REPAIRS

b) To make or cause to be made and supervise repairs and alterations, and to do decorating on said premises; to purchase supplies and pay all bills therefore. The Agent agrees to secure the prior approval of the Owner on all expenditures in excess of \$\_\_\_\_\_ for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for in their leases.

EMPLOYEES

c) To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed employees of the Owner and not the Agent, and that the Agent may perform any of its duties through the Owner's attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.

SERVICE CONTRACTS

d) To make contracts for electricity, gas, fuel, water, telephone, window cleaning, ash or rubbish hauling and other services or such of them as the Agent shall deem advisable; the Owner to assume the obligation of any contracts so entered at the termination of this agreement.

4. The Owner further agrees:

SAVE HARMLESS

a) To save the Agent harmless from all 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, necessary public liability and workmen's compensation insurance adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Owner, and will name the Agent as co-insured. The Agent shall also not be liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in the case of willful misconduct or gross negligence.

b) The agent is hereby instructed and authorized to pay mortgage indebtedness, property and employee taxes, special assessments, and to place fire, liability, steam boiler, pressure vessel, or any other insurance required, and the agent is hereby directed to accrue and pay for same from the Owner's funds, with the following exceptions:

\_\_\_\_\_  
\_\_\_\_\_

c) Upon and after the termination of this agreement pursuant to the method described in Paragraph 1 hereof, Owner shall recognize Agent as the broker in any pending negotiations of said premises, or any part thereof, and in the event of the consummation thereof Owner shall pay to Agent a commission therefore at the rate in Paragraph 4 d) hereof.

d) To pay the Agent:

- 1) For Management: \_\_\_\_\_
- 2) For Leasing: \_\_\_\_\_
- 3) For Modernization: \_\_\_\_\_
- 4) For Refinancing: \_\_\_\_\_
- 5) For Sale: \_\_\_\_\_
- 6) For Fire Restoration: \_\_\_\_\_
- 7) Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e) Other Items Of Mutual Agreement: \_\_\_\_\_  
\_\_\_\_\_.

The Agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

IN WITNESS WHEREOF the parties hereto have affixed or caused to be affixed their respective signatures this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
Owner

**Management Agreement**

Between

\_\_\_\_\_  
(Owner)

And

\_\_\_\_\_  
(Agent)

**For Property Located At:**

\_\_\_\_\_  
Beginning: \_\_\_\_\_  
20 \_\_\_\_\_

Ending: \_\_\_\_\_  
20 \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_