

Property Management Agreement

This Property Management Agreement (the "**Agreement**") is entered into on _____ (the "**Effective Date**") between _____ [**Client Name**], located at _____ [**Client Address**] (referred to as the "**Owner**"), and _____ [**Manager or Company Name**], located at _____ [**Company Address**] (referred to as the "**Manager**"), collectively referred to as the "**Parties**".

1. Property Management Services

1.1 Scope of Services: The Manager agrees to provide property management services described in section 1.2 for the following property:

_____ [**Property Address**]

1.2 Duties and Responsibilities: The Manager shall perform the following services:

- **Advertising of Property:** The Manager shall handle the advertising of the Property for rent. All expenses associated with advertising shall be reimbursed by the Owner. The Manager shall provide advance notice to the Owner of any anticipated expenses related to advertising.
- **Tenant Screening:** The Manager shall screen potential tenants, including conducting background checks, credit checks, and verification of references. The Manager will enter into rental agreement(s) with suitable renter(s) on behalf of the Owner.
- **Lease Agreements:** The Manager shall prepare and execute lease agreements with tenants, ensuring compliance with local laws and regulations.
- **Rent Collection and Financial Reporting:** The Manager shall collect rent payments from tenants, ensuring timely payments and managing delinquencies. The Owner shall provide the Manager with directions on how the proceeds shall be disbursed. Additionally, the Manager shall prepare and provide the Owner with a comprehensive and detailed accounting of all rents, expenses, and disbursements, maintaining accurate financial records.
- **Maintenance and Repairs:** The Manager shall be responsible for conducting or arranging the necessary maintenance and repair tasks for the Property, including hiring relevant personnel. The Owner is obligated to reimburse the Manager for the expenses incurred in relation to all such maintenance and repairs. In cases where substantial repairs are required, the Manager shall provide the Owner with prior notice regarding the estimated expenses. Furthermore, the Manager shall furnish the Owner with detailed invoices that accurately reflect the actual costs associated with the repairs.
- **Collection and Legal Proceedings:** The Manager shall undertake collection proceedings and, if necessary, initiate legal proceedings for the collection of outstanding rent or in cases of lease violations. The Owner shall reimburse the Manager for all expenses

incurred in relation to these proceedings. However, the Manager shall not be responsible for any legal proceedings unrelated to the management and rental of the Property.

2. Term and Termination

2.1 Term: This Agreement shall commence on the Effective Date mentioned above and shall remain in effect until _____ **[Insert Termination Date]**, unless terminated earlier as per the terms of this Agreement.

2.2 Termination:

- Termination for Convenience: Either party may terminate this Agreement with a notice period of _____ **[Insert Number of Days]** written notice to the other party.
- Termination for Cause: Either party may terminate this Agreement immediately if the other party commits a material breach of its obligations under this Agreement.
- Upon termination of this Agreement, the Manager shall promptly disburse to the Owner any outstanding funds in their possession that are owed to the Owner, within thirty (30) days from the termination date. Similarly, the Owner shall reimburse the Manager for any pre-approved expenses prior to the termination date, within thirty (30) days from the termination date.

3. Compensation

3.1 Fee Structure: The Manager shall receive compensation for the property management services as follows:

- Monthly Management Fee: _____ **[Insert Amount or Percentage]**
- Leasing Fee: _____ **[Insert Amount or Percentage]**
- Other Fees: _____ **[Insert Any Additional Fees, If Applicable]**

3.2 Payment Terms: The Parties have agreed that the Manager will send an invoice to the Owner every _____ **[Insert Number of Days/Months]**, for the Services performed by the Manager. Late payments may incur interest charges as specified by local laws.

3.3 Limitation of Liability: The Manager shall exercise reasonable care and diligence in providing property management services. However, both parties acknowledge and agree that, under no circumstances, shall either party be held liable to the other party or any third party for any damages resulting from any aspect of this Agreement. Such damages include, but are not limited to, loss of revenue or anticipated profit, lost business, costs of delay, or failure of delivery, unless such damages directly arise from a party's negligence or breach. The Manager shall not be held liable for any damage or losses arising from circumstances beyond their control.

4. Confidentiality & Transfer of Rights

4.1 Confidentiality: Both parties agree to maintain the confidentiality of any confidential information shared during this Agreement and shall not disclose it to any third parties without prior written consent, except as required by law.

4.2 Appointment: Neither party shall appoint or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or transfer of substantially all of the assigning party's assets, rights, or obligations. Any attempted assignment or transfer without such consent shall be deemed null and void.

4.3 Succession: If either party undergoes a merger, acquisition, or transfer of substantially all of its assets, rights, or obligations to another entity, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. The succeeding entity shall assume all rights, duties, and responsibilities outlined in this Agreement.

5. Amendments

This Agreement may only be amended, modified, or supplemented by written agreement signed by both parties. Any amendments agreed upon shall be incorporated as an integral part of this Agreement.

6. Governing Law and Dispute Resolution

This Agreement is deemed legal and binding between the Parties as stated above and shall be governed by and interpreted in accordance with the laws of _____ **[Insert Governing Jurisdiction]**. Any disputes arising out of or relating to this Agreement shall be resolved through _____ **[Insert Arbitration/Negotiation/Mediation Institution]** in accordance with its rules. Each Party represents and warrants that they possess the necessary authority and legal capacity to enter and execute this Agreement.

7. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall be deemed severed from this Agreement. The remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that best reflects the original intent and purpose of the severed provision.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Property Management Agreement on the dates indicated below.

Owner

Name: _____

Signature: _____

Date: _____

Manager

Name: _____

Signature: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.