## PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT ("Agreement") is entered into as of (the "Effective Date"), by and between: PARTIES: **Property Manager/Company: Property Owner:** Name: Name: Address: Address: City/State/ZIP: City/State/ZIP: License Number (if applicable): TERM: Commencement Date: The term of this Agreement shall commence on \_\_\_\_\_ continue until **Extension**: This Agreement may be extended by mutual written consent of both parties. Any extension shall be documented in writing. MANAGEMENT RESPONSIBILITIES: The Property Manager agrees to provide the following services: Collecting rent and other payments from tenants Maintaining the property, including regular inspections Handling tenant relations, including dispute resolution Selecting and overseeing contractors and service providers Implementing necessary repairs and maintenance FINANCIAL TERMS: The Property Owner agrees to pay the Property Manager the following fees: **Management Fee:** \_\_\_\_\_ % of the gross monthly rent for each unit.

• **Reimbursement:** The Property Manager shall be reimbursed for reasonable and documented expenses incurred in the management of the property.

# REPORTING REQUIREMENTS:

The Property Manager shall provide monthly financial and operational reports to the Property Owner, including income and expense statements, occupancy reports, and any other relevant information.

### **BUDGETS:**

The Property Manager shall develop and submit annual budgets to the Property Owner for approval no later than \_\_\_\_\_\_.

#### **BANK ACCOUNTS:**

The Property Manager may establish and maintain a separate bank account for the property, and all income and expenses related to the property shall be transacted through this account.

## **INSURANCE REQUIREMENTS:**

The Property Manager shall maintain the following insurance policies:

- General Liability Insurance
- Property Insurance
- Workers' Compensation Insurance (if applicable)

### TERMINATION PROVISIONS:

Either party may terminate this Agreement upon written notice if the other party breaches a material term of the Agreement. Termination shall be effective \_\_\_\_\_\_ days after the receipt of written notice.

## INDEMNIFICATION:

Both parties agree to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of their respective actions or omissions under this Agreement.

#### DISPUTE RESOLUTION:

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

## MISCELLANEOUS TERMS:

- This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.
- This Agreement may not be assigned by either party without the written consent of the other party.
- This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_\_\_.

  IN WITNESS WHEREOF, the parties hereto have executed this Property Management Agreement as of the Effective Date.

  [Property Owner's Signature] [Property Manager's Signature] Date: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_