

## PROPERTY MANAGEMENT AGREEMENT

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (herein designated as “Owner”) and **Parks Property Management, LLC at 8119 Isabella Lane Suite 105 Brentwood, TN 37027** (herein designated as “Agent”).

In CONSIDERATION of the covenants herein contained, Owner and Agent agree as follows: Owner engages agent exclusively to rent, lease, operate, and manage the property known as

\_\_\_\_\_ upon the terms contained herein, for a period of twelve month(s), beginning \_\_\_\_\_ and ending \_\_\_\_\_. Both parties agree to extend the length of this agreement to coincide with expiration of any lease agreement in place at time of ending date. Broker is authorized to enter into a lease of the Property on Owner’s behalf if it is for a term of no more than \_\_\_\_\_ months or less than \_\_\_\_\_ months at a monthly rental of at least \$ \_\_\_\_\_. The Property may be occupied by a tenant obtained by Broker as of \_\_\_\_\_. Any such lease will be in writing on Broker’s standard lease form then in use. This agreement shall be automatically renewed for like periods of time at the end of each period, unless either party gives the other thirty (30) days’ notice prior to the expiration date above or any renewal period.

- A. Owner agrees to pay Agent a management fee in the amount of 1/2 of first full month rent for each new tenant secured by Agent and 10% of monthly rental income collected. Agent will retain 1/2 of late fees collected from tenant.
- B. Agent shall use reasonable due diligence in the management of the premises for the period and upon the terms herein provide, and agrees to furnish the services of its company for renting, leasing, maintenance, and management of the property named above.
- C. Agent further agrees to provide a monthly statement of gross income and expenses on or about the 30<sup>th</sup> of the month and remit to Owner the net income (gross income less expenses). In the event the expenses exceed the income, Owner agrees to promptly reimburse shortage to Agent upon receipt of monthly statement so stating said amount due. A service charge of 1.5% per month shall be added to all unpaid balances due after thirty (30) days.

- D. Owner shall be required to pay for any and all maintenance of the property and shall promptly remit the necessary funds when requested by Agent. Agent shall not be required to advance any funds for either maintenance or management of the property; however if Agent elects to advance funds, Owner agrees to promptly reimburse Agent, or in the alternative, authorizes Agent to deduct any such advances from any funds which may be due Owner from Agent.
- E. Agent is hereby authorized by Owner on Owner's Behalf and at Owner's expense to:
1. To execute, renew, and/or cancel leases.
  2. To collect rents and give receipts therefore.
  3. To enforce the terms of the lease on behalf of the Owner, including but not limited to, terminating tenancies; to serve in the name of the Owner such notices to tenant as deemed necessary by Agent; to institute and prosecute actions to evict tenants, recover possession, recover rents and/or other sums due and when warranted to settle, compromise, and/or dismiss such actions and/or suits and reinstate tenancies. For all such actions taken by Agent herein, the Owner gives full acquiescence.
- F. Agent is authorized to make or cause to be made and supervise repairs and maintenance. Agent is also authorized to purchase supplies and pay all bills. Agent agrees to secure the approval of the Owner on expenditures in excess of **\$250** for any one item, except **emergency repairs** necessary to maintain services to the tenant or monthly/recurring operating expenses authorized by owner. Agent will determine emergency repairs.
- G. Agent is authorized to hire, discharge, and supervise all labor and expenses required for the operation and maintenance of the premises, it being agreed that all persons performing such labor shall not be employees of the Owner.
- H. In respect to its obligations, responsibilities, authority, and powers under this contact, Agent may perform any of its duties through its 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. Agent shall 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 thereafter, except in cases of willful misconduct or gross negligence.

- I. Owner agrees to hold Agent harmless from all suits and/or loss of rent in connection with the management of the herein described property and from injury suffered by an employee, tenant, or other person whomsoever, and to carry, at Owner's expense, necessary property and liability insurance and provide a copy to Agent.
- J. Neither termination of this contract by either party, nor sale of the rental property involved, shall affect the obligation of Owner, his heirs, administrators, executives, successors, and assigns to pay the commission to agent on existing leases and on any extensions or renewals thereof with respect to tenants primarily secured through the efforts of said Agent.
- K. Should Agent be required to enforce the terms of this agreement, the Owner agrees to pay reasonable attorney's fees, court costs, and related expenses associated therewith.
- L. Nondiscrimination. Owner and Broker are subject to state and federal civil rights and discrimination laws, which prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap, or national origin. Neither Owner nor Broker will perform any act which would have the effect of discriminating against any person in violation of law.
- M. Condition of Property. Owner certifies that unless provided otherwise herein, all systems and furnished appliances are in working conditions. Owner certifies that the Property is in good and habitable condition now and Owner will at all times be responsible for the maintenance of the Property in a good habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Upon the execution of this agreement Owner will provide two sets of keys for the Property and ensure that the Property is move in ready and the grounds are in good condition. Owner shall maintain adequate fire and extended insurance coverage on the Property, and Owner will, at all times, maintain landlord's liability insurance for Owner and will cause Broker to be named as additional insured under such liability insurance. Owner will provide Broker with evidence of such insurance coverage prior to date of occupancy of tenant.

N. SECURITY DEPOSITS: Agent will obtain from tenant a security deposit prior to possession of property by tenant. Security Deposit will be held in escrow as required by law until the end of the lease term. After lease expiration or termination, Agent will inspect property and determine how security/pet deposit (s) will be disbursed.

O. Do you have a mortgage on your property? YES NO

If yes, are you current with your mortgage payments? YES NO

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (PRIMARY) \_\_\_\_\_ (Work) \_\_\_\_\_

Email: \_\_\_\_\_

OWNER'S SIGNATURE(S): \_\_\_\_\_

**AGENT: PARKS PROPERTY MANAGEMENT, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_