

# REAL PROPERTY MANAGEMENT AGREEMENT

## PARK PROPERTY MANAGEMENT

### AGREEMENT

This agreement is effective on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as Owner) and PARK PROPERTY MANAGEMENT, (hereinafter referred to as Manager).

Owner warrants that owner is the sole owner or has unconditional authority to execute the Agreement on behalf of any Co-owner and the property described below is not subject to any current legal actions or foreclosure. The following described real property located at \_\_\_\_\_, \_\_\_\_\_, CO 80440. (Hereinafter referred to as the Property).

### APPOINTMENT OF MANAGER

Owner does hereby appoint Manager, its agents, successors, and assigns, EXCLUSIVE AGENT to rent, lease, operate, control, and manage the Property. Owner authorizes Manager's broker or broker's agents to sign all leases on Owner's behalf.

### OBLIGATIONS OF MANAGER

During the term of this agreement, Manager shall have the following obligations:

- A. To manage the property to the best of its ability devoting thereto such time and attention as may be reasonably necessary.
- B. To furnish the services of this Company for the renting, leasing, operating, and management of the Property.
- C. To solicit and investigate prospective tenants and to use its best efforts to secure and maintain tenants, including without limitation such reasonable advertising of the property as in Manager's opinion is desirable and appropriate (such advertising at Owner's expense).
- D. To offer the Property to the public for leasing in compliance with all state and federal housing laws, including without limitation such laws prohibiting discrimination on the basis of race, color, religion, sex, age, national origin, handicap, or family status.
- E. To collect all rents and other charges due upon the Property.
- F. To contract for and to perform such management and repairs as Manager is required and authorized to do under this Agreement.
- G. To render to Owner monthly statements of receipts, collections, expenses, charges and disbursements, and to remit to the Owner monthly the balance of such receipts and collections.
- H. Owner understands that monthly inspections, representation at court hearings, rent board hearings, depositions, homeowners meetings, property tax assessment appeal hearings, insurance claim related paperwork and estimates, department of building inspection director hearings, and other exceptional building related events are not covered by the monthly management fee. If Agent renders these services,

Owner shall reimburse Agent for their time at the rate of \$45.00 per hour, with a one hour minimum. A full account of billable hours will be provided to Owner.

**OBLIGATIONS OF OWNER**

During the existence of this Agreement, the Owner shall have the following obligations:

- A. To advance to Manager such funds as may be necessary to cover the cost of repairing the property and maintaining it in a safe, fit and habitable condition as required by all applicable laws and regulations. Manager shall not be obligated to advance any such funds.
- B. To pay Manager in advance or to reimburse Manager for any and all expenses incurred or to be incurred by Manager in operating, managing and maintaining the Property in accordance with this Agreement, including without limitation advertising expenses, general operating expenses, court costs, attorney fees, and any maintenance or supply expenses, and acknowledges Manager shall not be required to advance any such items of expense.
- C. To carry at the expense of the Owner comprehensive public liability insurance against any and all claims or demands whatsoever arising out of or in any way connected with the operation, leasing or maintenance of the property, which policy shall be written so as to protect Manager in the same manner as Owner, and shall provide proof of such coverage and renewal thereof on an annual basis.
- D. To defend, indemnify, and save harmless the Manager from any and all damages, claims, suits, costs, or expenses whatsoever, whether for personal injury or otherwise, arising out of the management of the property by the Manager.
- E. To give Manager Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on Owner's behalf, any default notices to tenant(s) as may be necessary. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the Owner individually or, with the permission of the Owner, Manager may hire an attorney to perform the eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by Owner in advance and Owner agrees to hold Manager harmless for same.

**TERM**

The term of this agreement shall be for a period of one year from the date of this agreement and shall automatically renew for additional 1-year period unless terminated by either party upon not less than thirty (30) days written notice of such termination.

**NO LIABILITY**

Manager shall have no liability to Owner or any other party for uncollected rents, deposits, and returned checks. Owner further agrees to reimburse manager immediately for any uncollected worthless checks from which payments to Owner or others have already been made.

**MINIMUM RENT**

Owner authorizes Manager, and Manager agrees to market the Property and make a diligent effort to find a tenant at or above the minimum monthly rate agreed to by Owner and Manager of a

minimum of \$ \_\_\_\_\_ to \$ \_\_\_\_\_ per month.

**REPAIRS**

All maintenance and repairs to the property under this agreement or otherwise done to the Property, shall be subject to the Owners prior consent, provided however, that Manager shall have authority without such consent of the Owner to authorize and obligate the Owner to pay for any item of repair or maintenance costing less than \$150.00, or if such repair is required to comply with any applicable law, statute, ordinance, regulation or code, or if the Manager determines in its discretion that there is an emergency need for such repair which relates to the safety and comfort of the tenant, or if such repair is necessary to maintain services to the tenant and the premises as required under the lease applicable to the Property. Manager shall, in performing its obligations under this agreement, have the option to contract with an independent third party for the performance of such repairs and maintenance or to have its own personnel perform such repairs and to charge the Owner a reasonable fee for such efforts.

**TENANT DEFAULT**

In the event that a tenant of the Property shall default in the payment of rent or otherwise breach the provisions of a lease signed by such tenant, the Manager shall have authority at its discretion to terminate such lease, give appropriate notices, retain legal counsel, and institute legal proceedings on behalf of the Owner for collection of overdue rents and other charges, or for the eviction of tenants or other persons from the property for and on behalf of the Owner and at Owner's expense.

**FUNDS AND DEPOSITS**

Manager may, in its discretion, or upon instruction by the Owner, require tenants to make security deposits in an amount as permitted by law to secure the obligation of tenants under leases of the Property. Upon collection of such security deposits, Owner Manager shall hold these funds, along with any other funds collected on Owner's behalf, in Manager's escrow bank account in the State of Colorado. Manager shall hold these funds pursuant to any lease agreement governing same. Manager shall be authorized to make claims and/or withdrawals upon the security deposit on behalf of the Owner and for the purpose of returning and/or accounting for such deposits to the tenants or the Owner, and Manager shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to Manager

**SERVICE CONTRACTS**

Manager is authorized to make contracts for electricity, gas, fuel, water, cleaning, maintenance, painting, trash or rubbish hauling and other services as Manager shall deem advisable; such contracts may be made with companies or individuals in which Manager has a financial or other interest. Owner shall assume the obligation of any contract so entered into that has not been fulfilled or satisfied before the termination of this Agreement.

**MANAGEMENT FEES AND COMMISSIONS**

Owner agrees to pay Manager a monthly commission equal to percent 15% of the gross rental and any other income generated from the property addition. Manager reserves the right to adjust these fees any time after the first one-year period by giving thirty (30) days written notice of any changes.

**LATE CHARGES & RETURNED CHECK CHARGES**

Manager will collect from tenant a late fee for all past due rent collections, and a returned check fee for all returned checks. These fees will be retained by Manager to cover the added administrative cost of making these collections.

**ENTIRE AGREEMENT**

This instrument contains the entire Agreement of the parties, and any changes, additions, deletions or other alterations with respect to this Agreement must be made in writing and signed by all parties.

**ASSIGNS**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

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**Property Owner**

**PARK PROPERTY MANAGEMENT**  
**P.O. BOX , 200 6<sup>th</sup> Street**  
**FAIRPLAY, CO 80440**  
**PHONE:**  
**FAX**