

# Property Management Contract

This agreement dated \_\_\_\_\_ 20\_\_\_\_, is made by and between \_\_\_\_\_, whose address is \_\_\_\_\_, ("Owner"), AND \_\_\_\_\_, whose address is \_\_\_\_\_, ("Agent.")

- I. Agency. The Owner hereby employs the Agent to lease and manage the Owner's single family residence ("Property") located and described as Follows :( insert Address or Legal Description)
- II. Duties of Agent. In order to properly manage and lease the property, the Agent shall have the following duties and responsibilities as selected from the menu of Leasing Services (attachment A) and requested on a task by task basis on the service request (page 3):
  - a. Best Efforts. Will be applied to all services requested.
  - b. Lease Negotiations. The Agent shall handle all negotiations with tenants with respect to leases. All such agreements are subject to the approval of the owner. The owner will sign the lease and all applicable documents.
- III. Employees. The Owner shall employ, supervise, discharge, and pay all employees or independent contractors who are reasonably required in the proper management and operation of the property. The Owner shall pay all employees and independent contractors and fully complete all necessary federal tax returns and payments of related taxes to the property.
- IV. Supplies. The Owner shall purchase all necessary supplies for the proper management of the property.
- V. Repairs and Maintenance. The Owner shall contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of the property including all required alterations to the property.
- VI. Mortgages and Other Expenses. From the rents received the Owner shall pay all operating expenses. This may include the payment of mortgages, insurance and taxes.
- VII. Miscellaneous. The owner will handle of all inquiries and requests from the tenants and does all other things as required for the proper management, upkeep and operation of the property. The Agent shall also perform necessary tasks as determined by the owner. These tasks will be assigned on task by task basis and the fee charged will be as outlined on Attachment A (Leasing Services) and assigned to the Agent with a completed Service Request (page 3).
- VIII. Collection of Rents. The owner is solely responsible for collection of rents.
- IX. Financial Records. The financial records, accounting and anything associated monies will be handled exclusively by the owner(s).
- X. Compensation of Agent. The Owner shall pay the Agent as per service rendered on attachment A and requested using a Service Request (page 3). Payment is due and payable with the submission of the service request form.
- XI. Duties of the Owner. The Owner will provide all necessary documents and records and fully cooperate with the Agent in all matters with respect to this contract. The Owner will provide the Agent with evidence of insurance which evidence the Agent shall examine to determine the



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adequacy of coverage. If necessary, additional insurance or changes in insurance coverage may be made upon the approval of the Owner.

- XII. Indemnity. The Owner shall indemnify and hold the Agent completely harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the property or out of any matter or thing with respect to which it is elsewhere in this contract provided or agreed that the Agent shall not be under responsibility. However, the Owner will not indemnify the Agent against the willful misconduct of the Agent.
- XIII. Term of Contract. This contract shall continue for a period of one year from the date hereof, and shall be automatically renewed from year to year unless terminated by either party upon written notice sent to the other party. Termination will become effective fifteen (15) days after before any expiration date.
- XIV. Termination of Contract. This contract may be terminated at any time by the either party by written notice from one party to the other party.
- XV. Notices. All written notices to the Owner or to the Agent may be addressed and mailed, by United States registered mail, to the address above written.
- XVI. Modification. This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.
- XVII. This contract is binding upon the parties hereto, their representatives, successors and assigns.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Broker \_\_\_\_\_ Date \_\_\_\_\_



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## Service Request

I request and authorize the following services and understand the fee will be paid prior to any work being completed.

Please complete the following:  
(Check (X) requested services)

### PACKAGE SERVICES

|       |          | FEES  |
|-------|----------|-------|
| _____ | SILVER   | \$195 |
| _____ | GOLD     | \$495 |
| _____ | PLATINUM | \$995 |

### a la carte Services

|       |                                     |      |
|-------|-------------------------------------|------|
| _____ | Obtain Signatures on Lease          | \$75 |
| _____ | Complete Site inspection            | \$75 |
| _____ | Pickup Rent Check                   | \$75 |
| _____ | Lock Box Home                       | \$75 |
| _____ | Take Applications                   | \$75 |
| _____ | Pull Applicants Credit              | \$75 |
| _____ | Present Lessee Information to Owner | \$75 |
| _____ | Yard Sign                           | \$75 |
| _____ | Virtual Property Tour               | \$75 |
| _____ | Verifying Applicants Information    | \$75 |
| _____ | Personal Property Showing           | \$75 |
| _____ | Schedule Site Visits with Photos    | \$75 |



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