

Revised 03/23/2020

## MANAGEMENT AGREEMENT

In consideration of the covenants herein contained \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "Owner") and Rudolph Real Estate, Inc. (hereinafter called "Agent"), agree as follows:

### 1. EMPLOYMENT:

The Owner employs the Agent exclusively to lease, rent, operate and manage the real property located at, \_\_\_\_\_

This management agreement will remain in effect for as long as a Tenant, placed by Agent, resides in the property. Once the Owner or Tenant serves a 60 day notice to vacate at the end of the agreed upon lease term, this agreement may be terminated. If vacant, property will continue to be managed by the Agent unless written notice to terminate has been received.

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Alabama. The Agent and Owner agree that neither party may assign or delegate their respective rights, duties, or obligations under this Agreement, without the prior written authorization of the other party. This agreement is to be interpreted without regard to the draftsman. The terms and intent of this Agreement shall be interpreted and construed on the express assumption that all parties participated in its drafting. Should any term, condition, or provision of this agreement be declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect and shall stand as if the unenforceable provision(s) does not exist.

## **2. AGENT'S AUTHORITY, DUTIES AND POWERS:**

The Owner gives to the agent the following authority, duties and powers and agrees to assume the expenses incurred in the performance of the following:

a. Rents: To collect and deposit all receipts for the Owner in an account in a national or state financial institution, separate from Agent's personal accounts.

b. Deposits: To collect and deposit all Security Deposits and Earnest Money Deposits in an account as above. To hold such funds in trust for Owner and Tenant and to pay said funds in accordance with the terms of the lease or sale agreement that caused them to be deposited.

c. Leasing: To lease the property; Agent is granted an exclusive right to lease this property during the term hereof; to advertise the property for rent at Owner's expense and to display "For Rent" signs; to verify prospective tenants' employment and credit references; to negotiate renewals, extensions, or cancellations of leases; to terminate leases; to sign and serve such notices as Agent deems necessary. When Tenant has made an application to rent that is acceptable to Agent, Agent will inform Owner. If Owner is in agreement, the lease will be prepared and presented to Tenant. Once the Tenant has signed the lease, the lease will be forwarded to Owner for signature and initials. If Owner fails to sign the lease or any agreed upon extension thereof, it is agreed that the lease is binding on the Owner, and Owner hereby grants Agent the authority to sign such lease as agent for Owner.

d. Repairs: To arrange and to supervise repairs and alterations to said premises and to purchase supplies and to pay all bills for agreed upon repairs. After the property is leased, the Agent agrees to secure the prior approval of the Owner for all expenditures in excess of \$200.00 for any one item, except for monthly or recurring charges previously approved by the Owner, or in the event that the Owner is not reasonably available for consultation or if, in the opinion of Agent, such repairs are necessary to protect the property from damage or loss, or if the health, safety, and welfare of the tenants is at risk.

e. Service Contracts: To make contracts as may be necessary for garbage removal, pest control or other services Agent may deem necessary, the Owner to continue to be liable for such obligations which may extend beyond the termination date of this agreement.

f. The Agent shall only be liable for willful misconduct or gross negligence in carrying out its duties.

g. Statements: To render monthly and annual detailed statements of receipts and expenses.

h. Payments to Owner: To remit to the Owner on or about fifteenth of each month any funds remaining from rents received after paying necessary disbursements. In the event that disbursements exceed receipts, Owner will immediately remit such excess to Agent.

i. Litigation: To enter into litigation on behalf of Owner as Agent determines to be in Owner's best interest, to hire legal counsel, and to offer and accept settlements of disputes.

### **3. AGENT TERMINATION CLAUSE:**

Agent may terminate the management agreement with 30 days written notice to Owner if the Agent, in its sole discretion, deems the continuation of the agreement subjects it to liability or if Owner is in breach of its duties to the tenants or any other persons. If so terminated, the Owner shall immediately pay back to Agent all monies of any nature expended by Agent on the Owner's behalf.

### **4. OWNER'S OBLIGATIONS:**

a. Financial Responsibility: To be personally responsible for the payment of any expenses or other obligations incurred by Agent in the proper exercise of Agent's authority and duties hereunder. Owner hereby grants to Agent a lien against said property to insure the payment to Agent of any amounts that may be

due hereunder. In the event that any amount remains unpaid to Agent past the end of the month in which Agent has delivered to Owner a statement showing the amount due from Owner, Owner will incur a service charge equal to two percent (2%) of the amount due and unpaid each month.

b. Agent's Liability: Owner agrees to fully indemnify and hold harmless Agent and all of its agents and employees from and against all claims, damages, losses and expenses including costs and attorney's fees incurred, arising out of, resulting from, or directly or indirectly connected with the performance of Agent's work and services performed under this Agreement, including, but not limited to, the Agent's rental or management of the herein described property, and from any liability for any alleged injury, damage, or loss suffered by any tenant, applicant, or other person whatsoever. Owner agrees to carry, at his own expense, necessary general liability insurance in an amount not less than \$300,000, which policy shall be so written as to protect Agent in the same manner and to the same extent it protects Owner and will name Agent as an additional interested party. The Owner also agrees to hold the Agent harmless for damages to said property by the tenants which may exceed the amount of any security deposits and which damages are determined by Agent to be uncollectible.

c. Agent's Fees: During the term of this Agreement, its extension or renewal, Owner shall recognize Agent as the Broker in any negotiation relating to the rental of property, or any part thereof, and in the event of the consummation of any sale or lease thereof to the tenant.

d. Smoke Detectors: To insure that there is installed on each floor of the house an operable smoke detector. Carbon Monoxide detectors must also be installed on each floor of homes serviced by natural gas. Owner understands that Alabama law and/or regulations of the State Fire Marshall may operate to place an extreme liability on the Owner in the event that a person or property is damaged in a fire/gas leak and regulations concerning smoke/gas detectors have not been followed.

e. Habitability: Owner warrants that the premises are habitable and that they are in compliance with all state and local ordinances relating to rental property.

f. Owner agrees that if its property falls within any municipality or county which requires a business license, Agent will apply for the required license on Owner's behalf and charge the owner for the cost of the license.

**Owner shall pay the Agent as follows: Rental Properties:**

**Leasing Fee:** 50 % of the first full month's rent each time a new tenant executes a lease.

**Lease Renewal Fee:** Owner will be charged a **\$250** lease renewal fee for any lease that is extended for a period 6 months or longer. Renewal fee will be charged on the 1st month of the agreed upon lease renewal.

**Referral Fee:** Owner is responsible for any referral fee paid to any licensed real estate agent who represents a new tenant who leases the property.

**Management Fee:** Ten percent (10) % of all rent and pet fees during the time of the initial lease, and any extensions or renewals thereof and during any time the tenant remains in property. The management fee will be capped at \$220/month.

**Late Fees:** In the event that rent is paid late (after the first of each month and before the 12th of the month) Agent will receive 100% of the late fees. In the event the Owner's distributions are caused to be paid late (after the 12th of each month) Agent will receive 10% and the owner will receive 90% of the late fees.

**Fines:** Agent will receive all funds from fines posted against Tenant's account with exception of fines levied against the property by the HOA or local government. In the case of an HOA/local government fine, once the funds have been collected from the tenant, the funds will be distributed to Owner with the following direct deposit.

**Marketing Fee:** Once the property has been put on the market for rent, the owner will incur a **\$20.00** charge per week for marketing. This charge will continue for up to **4** weeks or until the property is rented, whichever comes first (cap of **\$80**).

**Inspection Fee:** Owner agrees to pay a **\$100** Inspection Fee to Agent for unwarranted inspections. If Agent observes an issue at the property or if Agent is notified of an issue by Agent's contractors or the HOA, Agent will conduct an inspection of the property and Owner will not be charged the inspection fee.

**Maintenance Reserve:** Agent does not require a maintenance reserve. If a repair is greater than five hundred dollars (**\$500**), Owner will be required to immediately pay the cost of the repair to Agent so that Agent will not be required to carry the balance.

**Past Due Balances:** Owner agrees to pay a 2%/monthly interest fee on any balance that has not been paid in full by the end of the current month.

**Mode of Payment to Owners:** Direct Deposit – A **\$5** check processing fee will be charged if issuing a paper check is required by Owner.

**Processing Fees:** Owner will be responsible for any processing fees incurred when paying by credit or debit card.

**Agent will transfer utilities into Agent's name after Tenant has vacated the property.**

### **Sale of Property:**

In the event the property is sold to a tenant, it is understood that Agent will be representing the Owner. Owner will owe Agent a commission equal to **six percent (6) %** of the sales price. Said commission is due and owing whether such sale is outright or pursuant to a lease-purchase agreement. Agent will be entitled to these fees so long as the property is purchased by someone who occupied the property during the term of this agreement or during the term of the lease's extension or renewal even if this agreement has been terminated. It is agreed that any lease/purchase agreement negotiated by any party during the term of this

agreement or its extension is subject to this agreement and will obligate Owner to the commissions herein agreed.

#### **5. EARLY TERMINATION CLAUSE:**

If Owner terminates the management agreement before the end of a lease or an extension thereof or while a tenancy subject to this Agreement continues, immediately upon said termination, the Owner shall be obligated to pay the Agent at once two times the yearly commissions on the lease plus all commissions due and unpaid at that time and all monies of any nature expended by the Agent on the Owner's behalf. The security deposit will be released upon a properly signed and executed release agreement entered into by the tenant, Owner and Agent in form and language approved by the Agent. Notwithstanding the foregoing, Owner may prematurely terminate this agreement if Agent fails to rent the property within four months of the date hereof, provided that Owner pays Agent for all accumulated charges.

#### **6. WORKERS COMPENSATION INSURANCE:**

Agent's insurance requires that any contractors, and/or sub-contractors who perform work on any property Agent manages, be covered by Workers Compensation Insurance. If an individual contractor is not required by law to carry insurance, Agent's insurance company regulations require that small contractors be covered by Agent's insurance. In that case, Owner understands and agrees that any cost for such coverage will be added to the appropriate invoice and, therefore, becomes part of the expenditures billed to such Owner.

#### **7. NOTICE:**

All correspondence will be done through email. Owner's primary email address is

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#### **8. BINDING AGREEMENT:**

This agreement shall be binding upon and will inure to the benefit of the parties hereto, their representatives, successors, heirs or assigns. The Agent and Owner

agree that neither party may assign or delegate their respective rights, duties, or obligations under this agreement, without the prior written authorization of the other party.

#### **9. DISCRIMINATION:**

It is illegal to discriminate in the sale or lease of real estate because of race, religion, sex, handicaps, national origin or familial status.

#### **10. OWNER'S WARRANTY:**

The Owner warrants that he is the owner of the property described herein or that he has the authority to execute this agreement.

#### **11. HOME WARRANTY:**

Owner may enlist the services of a home warranty company. If home is covered by a home warranty, owner will provide the warranty company name, contact number and contract number to Agent. If contractor requires tenant to pay a service call fee, tenant will submit receipt to Agent and will be given a credit for the service fee amount on the next month's rent. Agent will follow the agreed upon terms detailed in the maintenance agreement.

#### **12. ATTORNEY'S FEES:**

If, within 30 days or such longer period as may be agreed upon by the Agent and Owner in writing, the parties cannot resolve any dispute, claim or controversy arising from or relating to the agreement, their business dealings, or these arbitration provisions, then the Agent and Owner agree and consent to resolve all such disputes, claims or controversies through binding arbitration in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (and the extent not inconsistent, the rules of The Federal Arbitration Act) in effect at the time the demand for arbitration is made. The parties agree that one arbitrator shall be used and shall be chosen by mutual agreement of the parties. If, within 30 days after one party notifies the other of an arbitrable dispute, no arbitrator has been chosen, an arbitrator shall be chosen by

AAA pursuant to the applicable National Rules. The arbitrator shall coordinate and limit as appropriate all pre-arbitrable discoveries, which shall include document production, information request, and depositions. No later than 30 days prior to the hearing, or at such other time as the arbitrator may direct, the parties may file dispositive motions, including motions for summary judgment, in accordance with the arbitrator's guidelines and procedures for motion practice. Following the arbitration hearing, the arbitrator shall issue a written decision and, if necessary, an award, setting forth the reasons therefor. In issuing its decision, the arbitrator shall apply the substantive law (and the law of remedies) of the State of Alabama, or the federal law (if applicable) that would be applied by a federal court sitting in Alabama. The Federal Rules of Evidence shall apply to the arbitration proceedings. The arbitrator's decision and award, if any, shall be exclusive, final, and binding on the parties, their respective heirs, executors, administrators, successors, agents, assigns, attorneys, and all other persons or entities in privity with the parties. The award, if any, shall be enforced pursuant to The Federal Arbitration Act, according to the procedure outlined in 9 U.S.C Section 13. The Agent and Owner understand that by agreeing to these arbitration provisions, they are agreeing to substitute one legitimate dispute resolution (arbitration) for another (litigation), and both parties are hereby knowingly and voluntarily waive their respective rights to have their disputes resolved in court, including their respective rights to trial by jury. Each party shall pay its own attorney's fees and expenses incurred in connection with the arbitration proceedings; all other expenses of arbitration shall be equally divided between the parties, provided, however, that the arbitrator shall have the authority to assess any of the foregoing costs against any party acting in bad faith. Should either party bring any legal action (other than arbitration) against the other with respect to any claim required to be arbitrated under this agreement, then the other party shall be entitled to recover from such party all damages, cost, expenses, and attorney's fees incurred as a result of such action. Notwithstanding the foregoing provision, the parties agree that any dispute over management fees owed or costs of repairs owed shall not be subject to this paragraph.

**13. RECORDING:**

It is agreed that this agreement may be recorded in the public records.

**14. DIGITAL SIGNATURE:**

It is agreed that a signature on this agreement received by either party by digital interface shall be as binding as an original signature.

**15. PAYING EXPENSES:**

Annual dues will not be the responsibility of Agent. This includes but is not limited to HOA dues, property taxes, property insurance, termite bond renewals, fire dues, library dues and annual garbage/trash fees.

**16. CONDITION OF PROPERTY:**

Owner will deliver property to Agent prior to the first lease in a condition to include clean carpets, gutters cleaned, yard cut, bushes trimmed, and painted surfaces in good condition. Should the property be delivered not in this condition, Agent is authorized and directed to make repairs at Owner's expense to bring it to that condition.

**17. CLEANING OF PROPERTY:**

After an application has been accepted and before the tenant(s) move-in date, Agent will have the home professionally cleaned by a company contracted through Agent. Owner will be responsible for the cleaning fee.

**18. KEYS AND LOCK CHANGES:**

Owner will provide Agent with three sets of keys to property or will be responsible for the cost of making these initial copies of the keys. Once an application has been accepted by the owner, Rudolph Real Estate will have the locks rekeyed at owner's expense. Agent recommends that Owner allow Agent to install digital locks on the property so as to avoid future lock change fees.

**19. MORTGAGE CERTIFICATION:**

By signing this document, Owner certifies that all mortgage payments on the property are current and that there are no delinquent payments due to the mortgage company or companies Owner acknowledges that such certification is necessary to comply with the Service Members Civil Relief Act and to preserve and protect Agent's reputation, licenses and good standing as a professional property management firm and enable Agent to comply with Alabama real estate laws and statutes. In the event that Owner receives notice that a default, foreclosure, or cancellation is pending, Owner agrees to immediately give written notice of such to Agent.

**20. SHOWINGS:**

All showings of property will be conducted by licensed real estate agents.

**21. AGENT'S REPAIR CHARGES:**

Owner agrees to pay to Agent seven and one-half percent (7.5%) of the costs incurred in preparing the property for rent. This fee does not apply to the required move-in cleaning, carpet cleaning and lock change fees.

**22. WASHER AND DRYER:**

Agent recommends that the washer and dryer be removed prior to property being rented. If the washer and/or dryer are left in the property, Owner will be responsible for repair/replacement of the washer and/or dryer.

**23. GUTTERS:**

Due to the potential for a liability issue, the Owner will be responsible for the cleaning of gutters on the property. Agent asks tenants to let Agent know when the gutters appear to be full and then Agent will submit work order to have gutters cleaned.

**24. YARD MAINTENANCE:**

Owner will be responsible for the freshening of mulch/straw in beds and trimming of large bushes and trees. Owner will be responsible for maintaining the yard between occupancy by successive tenants. Agent will order bi-weekly lawn maintenance while the property is on the market for rent. Agent will order a final cutting/clean-up prior to the new tenant taking possession of the home.

**25. PEST CONTROL:**

Owner will maintain an active termite bond on the property. Owner will be responsible for capture and removal of rodents in the property. If it is determined that the rodents are due to tenant negligence then the tenant will be charged for the capture and removal of the rodents.

**26. CONTACT BETWEEN OWNER AND TENANT:**

Owner agrees to allow all discussion and/or negotiations between Owner and tenant(s) to be done exclusively by Agent. Owner agrees to not request or seek out contact information for the tenant. If Tenant finds a way to contact Owner, Owner agrees to not communicate with Tenant other than to refer Tenant to Agent.

**27. TENANT SECURITY DEPOSIT:**

Owner agrees that if Tenant remains in property and continues to pay rent, but ceases to pay rent to Agent for any reason, Tenant's security deposit will be forfeited to Agent and Agent will have no further responsibility to refund any part of Tenant's security deposit to Tenant or Owner.

**28. WHOLE AGREEMENT:**

This agreement expresses the whole and entire agreement between the Owner and Agent with reference to Agent's responsibilities in connection with the management of the described property and this Agreement may not be changed or modified in any way other than by in writing signed by both the Agent and Owner.

**IN WITNESS WHEREOF**, the parties hereto have affixed or caused to be affixed their respective signatures this day, month, 20

Owner: \_\_\_\_\_

Agent: \_\_\_\_\_